



**COMMUNITY WORKFORCE AGREEMENT
(AMENDED AND CONFORMED)**

COMMUNITY WORKFORCE AGREEMENT (Amended and Conformed)

The Community Workforce Agreement among the Oregon Department of Transportation (“ODOT”), the Pacific Northwest Regional Council of Carpenters (“PNWRCC”), the Oregon State Building and Construction Trades Council (“Trades Council”), and the signatory local unions and local area-wide building trades councils, bearing the date of October 11, 2022 (“CWA”), pursuant to Article 21, Section 1 was amended and conformed, as of June 26, 2023, and pursuant to Article 21, Section 1 is hereby further amended and superseded and replaced in its entirety (“Community Workforce Agreement (Amended and Conformed) or “CWA (Amended and Conformed)”).

Effective June 6, 2023, PNWRCC was dissolved and its geographical and trade jurisdiction was merged into the Southwest Mountain States Regional Council of Carpenters (“SWMRCC”), which assumed the rights, responsibilities and obligations of the PNWRCC as the successor to PNWRCC.

This Amended and Conformed CWA is effective as of September 1, 2023 (the Effective Date). All references to “Effective Date” within this Amended and Conformed CWA shall mean the date set forth in the previous sentence.

RECITALS

The following recitals describe the purpose of the Parties and provide the historical context of this Agreement and do not constitute terms or conditions of this Agreement.

1. **Nature of Agreement:** This is an Agreement in principle. All Parties recognize that specific language and minor amendments to conditions may be required as a result of the legal review process each Party will undertake once this Agreement is signed. The intent of this Agreement is to codify in principle the major conditions that Parties agree to.
2. **Purpose of Agreement.** This Agreement provides additional terms and conditions for certain ODOT public improvement contracts that qualify as “Covered Projects,” as defined in this Agreement. Most of these terms and conditions pertain to the Workers performing tasks on Covered Projects and to the benefits, training, and working conditions provided to those Workers. This Agreement provides such non-exclusive terms and conditions in two primary ways: (1) by incorporating the terms and conditions of existing Collective Bargaining Agreements of Unions whose members will be performing work on Covered Projects; and (2) by providing some additional terms and conditions within the body of this Agreement.
3. The Parties recognize that disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption or interference of any kind with the work on a Covered Project would significantly hinder the ability of ODOT to advance its institutional mission.
4. The Parties wish to ensure a level playing field such that all types of contractors can participate on ODOT projects, providing quality employment and training opportunities and service to the public in furtherance of project construction.
5. In addition to ensuring equal opportunity and efficient and cost-effective construction of public improvement projects, the Parties wish to ensure that employment and training provided on ODOT projects are high-quality opportunities for workers to build pathways to long-term construction

careers.

6. The Parties wish to develop a broad, skilled, and diverse future workforce statewide for ODOT work and other public improvement projects. This is especially important given that worker shortages impair the ability of contractors to find sufficient and skilled workforce statewide to competitively and effectively meet ODOT project needs.
7. The Parties acknowledge the importance, roles, and contributions of a broad and diverse statewide base of skilled contractors and programs that support construction and workforce development, including both union and non-union construction craft employees, who each contribute their efforts and skills and advance Oregon's efforts toward an increasingly broad, diverse, and skilled workforce.
8. The Parties wish to promote efficient project construction and professional and peaceful labor relations by: ensuring access to a highly skilled workforce, fostering consistent and dependable worker safety and site conditions, establishing agreed-upon project and wage conditions, establishing equitable working conditions and Respectful Worksites, promoting diversity and equity, avoiding discrimination in project workforce, and establishing dispute resolution with no-strike and no lock-out provisions that facilitate the timely completion of projects.
9. The Parties wish to promote construction training and employment pathways that develop and grow the skilled trades construction workforce, as well as providing career opportunities through the many Registered Apprenticeship Programs in Oregon.
10. The Parties wish to establish effective methods to settle misunderstandings, disputes, or grievances that may arise related to labor relations on a Covered Project.
11. The Parties wish to support the federal Disadvantaged Business Enterprises ("DBE") program and the applicable Tribal Employment Rights Ordinance (TERO). The Parties understand that nothing in this Agreement shall minimize or relieve the Contractors of any obligations necessary to effectuate the applicable Tribal Employment Rights Ordinance
12. The Parties wish to support the federal program for Equal Employment Opportunity/Affirmative Action, as well as federal requirements for apprenticeship. Nothing in this Agreement shall minimize or relieve the Contractor from any contractual or legal obligations to pursue the goals and requirements of those federal specifications. If anything within this Agreement expressly conflicts with or contradicts with the legal requirements of the federal programs, then such federal legal requirements shall take precedence.
13. The Parties wish to expand opportunities for workers residing in economically distressed areas of Oregon. Surrounding each Covered Project location, regardless of where that Covered Project may be in the state, are economically distressed areas or neighborhoods with high unemployment and low incomes. This Agreement is intended to support opportunities for workforce training and employment into the family-wage, debt-free careers provided within the construction industry.
14. ODOT and Unions will initiate efforts to provide technical assistance to contractors who may perform Covered Work on ODOT projects, and to enhance recruitment and training efforts to workers who may perform work on ODOT projects. ODOT and Unions will work collaboratively with and receive input from the contracting community, equity advocates, and other stakeholders to develop best practices in these areas.

The Parties hereby agree as follows:

PARTIES

The Parties to this Agreement are the Oregon Department of Transportation (ODOT), the Oregon State Building and Construction Trades Council (Trades Council), and the Southwest Mountain States Regional Council of Carpenters (SWMSRCC or Carpenters). Attachment E (Signatory Regional Councils and Local Unions), as updated from time to time, identifies the local area-wide building trades councils which are affiliated with the Trades Council (Regional Councils) and the local Unions that are also party to this Agreement by their execution of Attachment E. Attachment E (Signatory Regional Councils and Local Unions) lists the Regional Councils and local Unions that are party to this Agreement.

The ODOT Contractors or Subcontractors, as defined in this Agreement, are not Parties; however, they shall acquire certain specified rights and responsibilities under this Agreement by their execution of a Letter of Assent, the form of which is attached to this Agreement as Attachment A.

DEFINITIONS

The following capitalized terms are used throughout this Agreement with the below meanings. If a term is not capitalized or otherwise defined in this Agreement, it shall be construed in accordance with customary usage in the construction industry as of the Effective Date of this Agreement.

“Agreement” means this Community Workforce Agreement.

“Apprentice” means a Worker who is enrolled in a Registered Apprenticeship Program.

“Apprenticeship Goals” means the goals used for apprentices as described in Article 11 and the ODOT Contract.

“Apprenticeable Trade” means a Trade for which there is a Registered Apprenticeship Program serving the geographical area of the Covered Project in question.

“Aspirational Target” means a target of intended utilization of minority and women workers as set forth in the ODOT Contract. ODOT desires to encourage the highest possible participation of minorities and women in the work force. When ODOT assigns an aspirational target, it represents ODOT's evaluation of the availability of minority and women workers and furthers ODOT's diversity, equity, and inclusion goals.

“BOLI” means the Oregon Bureau of Labor and Industries.

“Collective Bargaining Agreement” or **“CBA”** means a local area construction collective bargaining agreement negotiated and executed from time to time by (i) contractor employers or their applicable employer associations and (ii) the PNWRCC, District Councils, or Unions having jurisdiction over Covered Work.

“Business Days” means days excluding Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 186.020.

“Core Worker” has the meaning set forth in Article 12 of this Agreement.

“Covered Project” is a project subject to a Community Benefit Contract as designated per ORS 297C.308 (Community benefit contract) and OAR 731-005-0900 (Community Benefit Program). ODOT

shall pursue designation of the following projects as Covered Projects pursuant to ORS 279C.308 and OAR 731-005-0900 and subject to applicable law and federal and state funding, approvals and authorizations:

- (1) US26 (Powell Blvd): SE 99th Ave - East City Limits
- (2) I-84: Rufus and Arlington Bridge deck rehabilitation
- (3) US101: Gold Beach (Rogue River) Bridge
- (4) US97: Lower Bridge Way - NW 10th St
- (5) I-84 EB McCord Creek Bridge Replacement
- (6) OR58: Salt Creek Bridge (MP 42.93)
- (7) I82 & I84: Umatilla – Pendleton Concrete Pavement Repair
- (8) I-5 Kuebler Blvd. to Delaney Rd Widening

“Covered Work” means: construction work performed by a Contractor and any Subcontractor on a Covered Project within those Trades that (i) are within the scope of jurisdiction of a CBA of a Union that has executed this Agreement and is Party hereto; (ii) are included in the coverage provisions set forth in Article 1, Section 11; and (iii) are not excluded by Article 1, Section 12 or otherwise excluded by express terms of this Agreement.

“CWA Pre-Job Conference” has the meaning set forth in Article 4 (CWA Pre-Job Conference).

“Davis-Bacon” means the Davis-Bacon Act codified as 40 U.S.C. § 3141 *et seq.*, and setting certain minimum wage rates. The applicability of Davis-Bacon wage rates is set forth in Article 6, Section 1.

“Disadvantaged Business Enterprise” or **“DBE”** means a construction contractor who has received State of Oregon recognition as meeting the federal requirements established for the United States Department of Transportation DBE program.

“Domiciled” has the meaning set forth in ORS 803.355, as may be interpreted and applied by ODOT in its sole discretion.

“Economically Distressed Zip Code” or **“EDZ”** means zip codes in Oregon or SW Washington that are identified by ODOT as meeting criteria of economic disadvantage, which may include household income levels, unemployment rates, education rates, and other criteria.

“EDZ Hiring Goals” means the goals and targets for utilization of EDZ Workers, as described in the ODOT Contract.

“EDZ Resident Worker” means a Worker Domiciled in an Economically Distressed Zip Code.

“Equal Employment Opportunity Goals” or **“EEO Goals”** means the mandatory requirements for utilization that are established pursuant to 41 CFR 60-4.6 (see also 41 CFR 60-4.2(a)) and Executive Order (E.O.) 11246, as Affirmative Action Requirements for Women and Minorities. The U.S. Department of Labor has exclusive authority to determine compliance with E.O.11246 and the policies of the Secretary of Labor including 41 CFR Part 60 and 29 CFR Parts 1625-1627.

“Equity Management Plan” means the component of the Pre-Job Workforce Plan which is developed by the ODOT Contractor pursuant to ODOT Contract that describes the Contractor’s workforce program and diversity efforts, including but not limited to how the Contractor will engage with women and minority groups to meet the EEO and Aspirational Target terms, how the Contractor will engage with the eligible Tribal Employment rights Office, how the Contractor will meet the Apprenticeship and EDZ Hiring Goals, and how the Contractor will meet the requirements for Respectful Worksites.”

“Joint Administrative Committee” or **“JAC”** has the meaning set forth in Article 10 (Joint Administrative Committee).

“Letter of Assent” is the document as set forth as Attachment A, which the ODOT Contractor and each Subcontractor are required to execute to indicate commitment to comply with this Agreement.

“Minority” has the meaning given that term in 41. C.F.R. § 60-4.3 for purposes of implementing Executive Order 11246.

“Non-signatory Contractor” means a Contractor and any Subcontractor that is not directly signatory to a CBA with the Union having jurisdiction over the affected Covered Work.

“Notice to Proceed” means the written notice from ODOT authorizing the Contractor to begin performance of the Covered Work.

“ODOT” means the Oregon Department of Transportation.

“ODOT Contract” means the community benefit contract awarded by ODOT to a General Contractor for construction of a Covered Project. Any reference in the CWA to Prime Contract means ODOT Contract.

“ODOT Contractor” means a contractor that enters into the ODOT Contract. Any reference to Prime Contractor in the CWA means ODOT Contractor.

“Party” means ODOT, the Trades Council, the PNWRCC, and each Union.

“Pre-Job Conference” is a meeting between the Unions and the Prime Contractor, including all known Subcontractors. The first such meeting will occur prior to the Pre-Construction Conference and must be completed prior to commencing Covered Work on the project. This has the meaning set forth in Article 4, Section 1).

“Prevailing Wage Rate” means the applicable wage rate published by BOLI in its Prevailing Wage Rates for Public Works Contracts as described in ORS 279C.800, or the applicable Davis-Bacon wage rate published by the USDOL, whichever is applicable and higher. The applicability of Prevailing Wage Rates is set forth in Article 6, Section 1. References herein to BOLI wage rates or BOLI Prevailing Wage Rates, or similar references, shall include references to the applicable USDOL Davis-Bacon wage rates.

“Prevailing Wage Scope” means a specific “trade or occupation” for which BOLI has determined the prevailing wage rate pursuant to ORS 279C.815, or as determined by the USDOL, whichever is applicable.

“Prime Contract” see definition for ODOT Contract.

“Prime Contractor” see definition for ODOT Contractor.

“Regional Council” means the Regional Local Building Trades Councils affiliated with the Oregon State Building and Construction Trades Council and that has executed this Agreement.

“Registered Apprenticeship Program” means a BOLI-registered or BOLI-recognized apprenticeship program, as described in ORS 660.010. This definition includes both union-affiliated and non-union-

affiliated programs.

“Registered Training Agent” means a contractor who is registered with the Oregon State Bureau of Labor and Industries (BOLI) Apprenticeship and Training Division (ATD).

“Responsible Contractor Certification” means the certification of the ODOT Contractor that it meets all of the following requirements and will maintain them throughout performance of Covered Work:

- a. is an Oregon Bureau of Labor and Industries (BOLI) Registered Training Agent at time of time of contract execution, with this requirement waived for any subcontractor that is bidding on a subcontract with an estimated at time of bid to have a value of \$200,000 or less, if the subcontract does not include Covered Work for an Apprenticeable Trade, or if it is utilizing 23 CFR 230.111 to fulfill the requirement;
- b. at the time of execution of the ODOT Contract, the ODOT Contractor will hold current licenses that businesses or service professionals operating in the State of Oregon must hold in order to undertake or perform the work specified in the ODOT Contract and will be in compliance with all requirements of the State of Oregon Construction Contractor's Board and the State of Oregon's requirements for workers compensation insurance;
- c. at the time of the request for ODOT consent to a subcontract, that each Subcontractor will provide the Responsible Contractor Certification by execution of the Letter of Assent and that the Subcontractor will hold current licenses that businesses or service professionals operating in the State of Oregon must hold in order to undertake or perform the work specified in the subcontract and will be in compliance with all requirements of the State of Oregon Construction Contractor's Board and the State of Oregon's requirements for workers compensation insurance;
- d. participates or is willing to participate in a pre-hire drug screen for all employees to ensure the highest standard of safety per Article 5, Section 13 of this Agreement;
- e. compensates workers in full compliance with applicable compensation and benefits requirements, including BOLI Prevailing Wage Rates and/or federal Davis-Bacon requirements;
- f. has not been cited by the U.S. Department of Labor OSHA or Oregon OSHA for a willful violation or failure to abate violation within the three years prior to bidding or proposing on a project covered by this Agreement; citations currently being contested or that were vacated upon review do not affect Contractor eligibility;
- g. has not been found, each within the three years prior to bidding or proposing on a project covered by this Agreement; citations or findings currently being contested that have been vacated do not affect Contractor eligibility:
 - 1) by the U.S. Department of Labor to have committed an aggravated or willful violation of Davis-Bacon and Related Acts;
 - 2) by BOLI to have committed a willful violation of prevailing wage rate laws;
 - 3) by BOLI to have violated Oregon's anti-discrimination or anti-retaliation laws; or
 - 4) by the U.S. Equal Employment Opportunity Commission to have violated Title VII or other federal anti-discrimination laws;
- h. if Contractor uses the services of a construction labor contractor, uses only an entity possessing a valid Construction Labor Contractor License issued by BOLI in accordance with the Oregon Contractor Registration Act, ORS 658.405 *et seq.*;

- i. is not listed on any state or federal debarment list; and
- j. agrees to participate in regular scheduled meetings with ODOT, labor representatives, and ODOT Contractor representatives as required by this Agreement.

“Signatory Contractor” means an ODOT Contractor and any Subcontractor that has executed and is directly party to a CBA.

“Subcontractor” means a contractor that enters a contract of any tier except the ODOT Contract, for performance of Covered Work, in furtherance of and subject to the ODOT Contract.

“SWMSRCC” or “Carpenters” means the Southwest Mountain States Regional Council of Carpenters.

“TERO” means the Tribal Employment Rights Ordinance or Office and related agreements applicable to the Covered Project.

“Trade” or “Craft” means a specific “trade or occupation” for which BOLI has determined the prevailing wage rate pursuant to ORS 279C.815.

“Trades Council” means the Oregon State Building and Construction Trades Council.

“Unions” means the Trades Council, SWMSRCC, and the Regional Councils and the local Unions which have signed on to this Agreement.

“Worker” means an individual who is employed or who is eligible to be employed to perform Covered Work.

ARTICLE 1

SCOPE OF AGREEMENT

Section 1. Scope. This Agreement applies to Covered Work as defined herein, except as otherwise excluded or excepted from this Agreement.

Section 2. Contractor Coverage. ODOT shall ensure that compliance with this Agreement is a term of the ODOT Contract on each Covered Project. ODOT shall require respondents to solicitations for ODOT Contracts to submit an executed Letter of Assent (Attachment A), which includes a Responsible Contractor Certification in response to solicitations. Contractors subcontracting out the performance of any portion of Covered Work shall execute subcontracts only with Contractors that execute a Letter of Assent and a Responsible Contractor Certification; this requirement applies to the ODOT Contractor and to all Subcontractors of any tier. Through these mechanisms, the ODOT Contractor and all Subcontractors of any tier agree to comply with this Agreement. The ODOT Contractor shall submit a copy of each executed Letter of Assent and the Responsible Contractor Certification for the ODOT and each Subcontractor presenting at the Pre-Job, as an attachment to the Pre-Job Workplan (Attachment B).

2.1. Both Signatory Contractors and Non-signatory Contractors may perform Covered Work under terms of this Agreement, after signing a Letter of Assent. Any Contractor conducting a solicitation process for work to be performed for a Covered Project shall inform all potential subcontractors of the requirement to comply with the terms and conditions of this Agreement and shall provide materials and information to help all potential subcontractors understand this

Agreement and any applicable CBAs sufficiently for purposes of preparing an informed response.

2.2. The ODOT Contractor shall ensure that all Subcontractors who perform Covered Work:

- a. comply with this Agreement,
- b. are informed of this Agreement's provisions,
- c. are Responsible Contractors, as defined in this Agreement,
- d. execute the Letter of Assent and a Responsible Contractor Certification prior to commencement of performance of Covered Work, and
- e. submit the executed Letter of Assent and a Responsible Contractor Certification as an attachment to the Pre-Job Workforce Plan.

2.3. The ODOT Contractor shall cooperate and assist with compliance, monitoring, and enforcement efforts initiated by ODOT regarding Subcontractor compliance with terms of this Agreement.

Section 3. No Obligation on Other Projects. An ODOT Contractor or any Subcontractor that executes a Letter of Assent is not obligated to sign any Collective Bargaining Agreement, or to revise any labor or construction practices on projects other than as required by this Agreement for performance of Covered Work. The Letter of Assent, this Agreement, and CBA terms applicable pursuant to Section 4 below, pertain only to terms and conditions of performance of Covered Work. No Contractor or Subcontractor is obligated to sign any local, area or national collective bargaining agreement as a condition of performing Covered Work.

A Contractor required by this Agreement to make contributions to trust funds established pursuant to Section 302 of the Labor Management Relations Act may be required to sign a uniformly applied, non-discriminatory participation agreement at the request of the trustees or administrator of such a trust fund, in order to facilitate such contributions, provided that such participation agreement does not expand the ODOT Contractor's or Subcontractor's obligations beyond requirements of this Agreement, nor relate to or affect Contractor performance of work other than Covered Work.

Section 4. Application of Collective Bargaining Agreements. By executing the Letter of Assent and agreeing to the terms of this Agreement, each Contractor agrees that the CBAs, in effect during the performance of Covered Work, shall govern terms and conditions of performance of Covered Work by all Union and Union-referred Workers, except as otherwise set forth in this Agreement. The provisions of this Agreement shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, this Agreement does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Pipeline Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Article 17 (Dispute Resolution), Article 18 (Settlement of Jurisdictional Disputes), and Article 19 (Labor Peace) shall apply to such work.

Where a provision of this Agreement is also covered by a CBA, the provisions of this Agreement shall apply. Where a provision of a CBA is not covered by this Agreement, the provisions of the

CBA shall apply. Any dispute as to precedence between this Agreement and a CBA shall be resolved under the grievance procedures established under Article 17 of this Agreement.

Disputes regarding the assignment of work, and which Union's CBA governs a specific portion of the Covered Work, shall be resolved pursuant to terms of Article 18 (Union Jurisdictional Disputes).

Section 5. Expiration of Collective Bargaining Agreements. If a Collective Bargaining Agreement between an ODOT Contractor or Subcontractor and one or more of the Unions expires before the Contractor completes performance of their Covered Work, and the Union or the Contractor gives notice of demand for a new or modified Collective Bargaining Agreement, the Unions agree that they will not strike the Contractor on the Project, and the Union and the Contractor agree that the expired Collective Bargaining Agreement will continue in full force and effect for the Project until a new or modified Collective Bargaining Agreement is put in place between the Union and the Contractor. If the new or modified Collective Bargaining Agreement between the Union and the Contractor provides that any terms of the Collective Bargaining Agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this Agreement and Prevailing Wage laws, with any retroactive terms of the new or modified Collective Bargaining Agreement which are applicable to employees of said Contractor that are employed on the Project within seven days at no cost to ODOT. All employees shall continue to work and to perform all their obligations with respect to the Project despite the expiration of any Collective Bargaining Agreement.

Section 6. Provision of Collective Bargaining Agreements. It is in the interest of the Unions and all Contractors that all Subcontractors are aware of the terms and conditions of this Agreement and of any CBA. Each Union shall provide to ODOT a copy of its current CBA within 30 calendar days after the Effective Date of this Agreement, and shall provide to ODOT any revised or amended CBA 15 calendar days after such revision or amendment.

Non-Signatory Contractors who hire employees from Union hiring halls shall accept the terms and conditions of the applicable Collective Bargaining Agreement for those referred employees only. However, such Non-Signatory Contractors are not otherwise bound by any actions, determinations, terms or conditions of any Collective Bargaining Agreements with respect to non-union employees. Notwithstanding anything to the contrary herein, ODOT shall not be construed to be a party to or have any responsibilities or duties under any CBA.

Section 7. Joint and Several Union and Contractor Liability. The liability of any Contractor and the liability of the Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among ODOT and any Contractor. This provision is in addition to any other indemnification or limitation of liability provisions pertaining to ODOT in the ODOT Contract.

Section 8. Attachments. Attachments "A" (Letter of Assent), "B" (Pre-Job Workforce Plan), "C" (Craft Request Form), "D" (Final Trade Assignment), and "E" (Signatory Regional Councils and Local Unions) are attached and incorporated herein by reference. Either ODOT or the Unions may identify a need to change one of the forms attached to this Agreement. Absent objections by ODOT or the Unions, ODOT will update the forms to reflect the change and distribute the updated version to the Unions. ODOT will inform the Unions and the ODOT Contractor(s) if the change to the Forms will apply to any Covered Projects already in progress. The attached Forms may be updated in this manner as described in this paragraph without requiring amendment of this CWA according to Article 21. ODOT will maintain the updated Forms for use with the CWA on future Projects.

Section 9. Funding Source Authorization Required. This Agreement takes effect with regard to a

Covered Project only if application of this Agreement is permitted by the project's funding sources, including but not limited to any required authorizations, approvals, or permissions by the Federal Highways Administration ("FHWA") or the State of Oregon. If any particular provision herein is specified in writing by a funding source as precluding application of this Agreement to a Covered Project, then, with written notice, this Agreement may be applied to the Covered Project without application of the specified provision, provided that application of the CWA is otherwise approved by the funding source and the provision is not legally required. However, the Parties shall meet, upon the request of the Unions, to attempt to agree on substitute language for such specified provision before implementation with such substitute language requiring written approval of ODOT and the funding source before it becomes effective.

Section 10. Reservations of Rights, Authorities, and Responsibilities.

10.1 ODOT and all Contractors retain the absolute right to award contracts for performance of Covered Work to responsive and responsible qualified bidders regardless of whether the bidder is party to any CBA; provided that such bidder is willing, ready, and able to execute the Letter of Assent and agree to comply with this Agreement, should the bidder be designated the successful bidder.

10.2 ODOT in its sole authority may terminate, change, delay, manage, administer, enforce and/or suspend any or all portions of the ODOT Contract for a Covered Project.

If ODOT terminates the ODOT Contract under the provisions of the ODOT Contract, such termination will automatically constitute a termination of application of this Agreement as to the ODOT Contract. ODOT's termination of the ODOT Contract shall be governed by the provisions of the ODOT Contract, including but not limited to the ten-day opportunity to cure in the event of termination for default.

In the event of a disagreement or dispute regarding the ODOT Contract that is not one of the disputes described in Article 17 or Article 19, that disagreement or dispute shall be governed by the provisions of the ODOT Contract.

10.3 ODOT shall provide Covered Project oversight and administration through internal dedicated staff and/or may appoint third party administration, as may be further specified in the ODOT Contract.

Section 11. Scope of Covered Work. The following work is covered by this Agreement, except to the extent such work is excluded in Section 12 below or elsewhere in this Agreement.

11.1 All on-site preparation, surveying, construction, alteration, site preparation, survey work, demolition, or site improvements, painting and building, start-up and commissioning, and other works and related activities for the Covered Project that is within the craft jurisdiction of one of the Unions and that is necessary to construction of the Covered Project.

11.2 Work performed at temporary facilities (such as fabrication yards and/or assembly plants located at or adjacent to a Covered Project site) that are integrated with and set up for the purpose of servicing a Covered Project rather than to serve the public generally, and the movement of materials or goods between locations on a Covered Project site and to different locations on the same Covered Project site.

11.3 Off-site construction activities at sites established exclusively for the Covered Project, including any site of aggregate, asphaltic concrete, or concrete batch plant construction that is

used to supply materials only to the Covered Project, as well as the transportation of aggregate, asphaltic concrete or concrete to and from such sites to the Covered Project.

Section 12. Exclusions from Covered Work. The following work is expressly excluded from coverage under this Agreement:

12.1 Any work performed by ODOT employees or any work performed on or near or leading to or into the Covered Project site that is undertaken by state, county, city, or other governmental agencies or contractors performing such work on behalf of ODOT outside the scope of the ODOT Contract. This exclusion includes, but is not limited to: public utilities or contractors performing on behalf of the public utility.

12.2 Any work performed by non-manual employees or workers including but not limited to salaried employees of any kind, superintendents, supervisors not covered by a Collective Bargaining Agreement, staff engineers, guards, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, executive and management employees not covered by a Collective Bargaining Agreement or to any employees not covered by the Collective Bargaining Agreement of one of the Unions. It is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (inspectors) are a covered Craft under this Agreement, to the extent that such work falls within a BOLI Prevailing Wage Scope and is performed under the ODOT Contract or respective Subcontract. This shall also specifically include such work where it is referred to as "quality control."

12.3 Architectural and engineering services, state inspectors' or other public employees' work, emergency work performed to avoid immediate risk of harm to persons or property, non-construction support services, creation and installation of artwork, future maintenance, or warranty or repair work after the final Second Notification issued by ODOT for the acceptance of the Covered Project by ODOT.

12.4 Off-site maintenance of equipment and on-site supervision of equipment maintenance and off-site laboratory work for testing.

12.5 Offsite fabrication at non-temporary facilities not established specifically for the Covered Project.

12.6 Non-Prevailing Wage Deliveries. All Covered Project deliveries of materials that are not within a BOLI Prevailing Wage Scope or Davis-Bacon wage scope, in accordance with ORS 279C.838 (3) and as defined in OAR 839-025-0035 (6) & (7).

12.7 Repair or maintenance work performed by ODOT staff or by contractors retained outside of the ODOT Contract, after the final Second Notification issued by ODOT for the acceptance of work by ODOT under the ODOT Contract.

Section 13. Specialized Scopes. Upon mutual written agreement between the Unions and the ODOT Director, one or more scopes of work may be performed on a Covered Project without application of this Agreement, or with modified terms of application. This provision may be utilized in cases where particular scopes of work are unusually specialized, or for other project management reasons. ODOT will identify those scopes that may require a full or partial exemption from the provisions of this Agreement during project development and present such scopes for early discussions with Unions. ODOT may also identify one or more specialized scopes prior to or during the bid advertisement period for the scope of work in question. Exemptions may be requested for scopes in a Prime Contract and/or in a subcontract, as well as for scopes found appropriate for

consideration prior to or during a bid process. Unions will not unreasonably withhold agreement to the full or partial exemption of such scopes, and shall communicate such decision within five business days of a request by ODOT.

Section 14. DBE Program. Nothing in this Agreement shall minimize or relieve the ODOT Contractor or any Subcontractor of any contractual or legal obligations to pursue utilization of DBE firms. If anything within this Agreement expressly conflicts with or contradicts the requirements of the federal DBE program, the federal DBE program shall take precedence.

Section 15. TERO. Nothing in this Agreement shall minimize or relieve ODOT of any obligations necessary to effectuate the applicable Tribal Employment Rights Ordinance (“TERO”). If anything within this Agreement expressly conflicts with or contradicts the implementation of TERO, the implementation requirements of TERO shall take precedence.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. Management Authority. The Contractors have the sole and exclusive right and authority to oversee and manage construction operations on Covered Work, subject to requirements of this Agreement and any applicable CBA.

Section 2. Subject to requirements of this Agreement and any applicable CBA, the ODOT Contractor and its respective Subcontractors, may direct their resources (including their employees, agents, and Workers) at their sole discretion and prerogative, including but not limited to: hiring, promotion, transfer, discharge for just cause, or layoff per local Collective Bargaining Agreement. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the efforts of Workers.

Section 3. Except as specifically required by this Agreement or an applicable CBA, there shall be no limitation upon the ODOT Contractor’s or its Subcontractors choice of materials or design, nor shall there be any limit, where consistent with craft jurisdiction as determined by Article 18, on production by Workers or restrictions on the full use of tools and equipment. There shall be no restriction, other than may be required by safety regulations or pursuant to an applicable CBA, on the number of Workers assigned to any crew or to any service.

Section 4. The selection of craft forepersons and/or general forepersons and the number of such forepersons and/or general forepersons required, shall be entirely the responsibility of the Contractor.

Section 5. Subject to the ODOT Contract and ODOT authority to require removal of individuals under the ODOT Contract (00180.30), the ODOT Contractor shall be the sole judge of the number and classifications of Workers required to perform Covered Work and shall have the absolute right to hire, promote, suspend, discharge or lay-off employees at their discretion and to reject any application for employment. Such right shall be exercised in good faith, and not for the purpose of avoiding the Contractor’s commitment to employ qualified Workers through the procedures endorsed in this Agreement, and shall be subject to applicable requirements of CBAs and jurisdictional determinations pursuant to Article 18 of this Agreement.

Section 6. ODOT Management Authority. ODOT retains and exercises 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 and individuals responding to its solicitations regarding its

construction projects. Contractors and their employed Workers shall operate at all times as independent contractors, not employees, of ODOT. ODOT reserves the right to award contracts and manage projects in compliance with applicable laws and rules related to procurement and project management. Terms of ODOT Contracts that are required by law or conditions of project funding shall govern over any conflicting terms of this Agreement.

ARTICLE 3

UNION RECOGNITION

- Section 1.** The Contractors recognize the Unions are the primary source of all labor employed on the Covered Projects, except as set forth specifically herein. For Unions having a job referral system contained in a CBA, the ODOT Contractor and Subcontractors agrees to comply with such system, and it shall be used exclusively by such Contractor on Covered Projects, except as modified by this Agreement.
- Section 2.** The ODOT Contractor and Subcontractor recognize the Unions as the sole and exclusive bargaining representatives for all employed Workers within their respective craft jurisdictions, who are performing Covered Work.
- Section 3.** Craft Workers are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work. The ODOT Contractor and Subcontractors 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 CBA. Nothing in this Section is intended to supersede independent requirements of applicable CBAs as to Signatory Contractors and as to the employees of Signatory Contractors who are performing Covered Work.
- Section 4.** Authorized Union representatives shall have reasonable access to Covered Projects worksites, provided they do not interfere with the work of the Workers or Contractors, and such representatives fully comply with visitor, safety, and security rules established for Covered Projects as established at the CWA Pre-Job Conference.
- Section 5.** The business representative(s) for each Union shall have the right to designate for each shift worked with each Contractor one working journey-level Worker as “Steward” for all related craft personnel, who shall be recognized as a Union representative. Such designated Stewards shall be Workers assigned to a crew and shall perform the work of their craft. Under no circumstances shall there be a non-working Steward on the job.
- 5.1.** The working Steward shall be paid at the applicable wage rate for the job classifications in which they are employed.
- 5.2.** Steward(s) for each craft of the Unions employed on a Covered Project shall be permitted on the project site at all times, subject to Section 4 above. They shall not be subjected to discrimination or discharge for performing proper union business. The Unions agree that such business shall not unreasonably interfere with the Steward’s work for the Contractor.
- 5.3.** Subject to the Core Worker protocol, the employee selected as Steward shall remain on the job if there is work within their craft for which they are qualified, willing and able to perform. The Contractor shall be notified in writing of the selection of each Steward. The Contractor shall give the Unions twenty-four (24) hours prior written notice before laying-off a Steward.
- 5.4.** The Steward may not cause, instigate, or encourage a work stoppage and, if found to have caused, instigated, or encouraged such action, will be subject to disciplinary action by the

Contractor, up to and including discharge.

5.5. The Steward's duties shall not include hiring and termination.

5.6. The Stewards shall be given the option of working all reasonable overtime within their craft and shift provided they are qualified to perform the task assigned.

5.7. After making a sustained and documented effort to attempt to resolve any alleged Respectful Worksite violations or issues with the Contractor, the Steward may report to ODOT any unresolved alleged violations of the Respectful Worksite standards of Article 9 of this Agreement. ODOT may, at its sole discretion, address such issues with the Contractor.

ARTICLE 4

CWA PRE-JOB CONFERENCE

Section 1. CWA Pre-Job Conference. These meetings between the Unions and the ODOT Contractor, including all Subcontractors that are presenting at the particular Pre-Job Conference, will occur prior to the Pre-Construction Conference. The ODOT Contractor shall prepare, and also collect from each Subcontractor performing Covered Work, a completed Pre-Job Workforce Plan (Attachment B) to be submitted to ODOT for approval. The ODOT Contractor and each Subcontractor shall attend a Pre-Job Conference to review the Pre-Job Workforce Plan with the participating Unions. The ODOT Contractor shall ensure that all Subcontractors are prepared for and aware of the requirements regarding Pre-Job Workforce Plan and the Pre-Job Conferences.

Section 2. Pre-Job Workforce Plan. The ODOT Contractor shall prepare and, at least 10 calendar days prior to the Pre-Job Conference, submit to ODOT, a Pre-Job Workforce Plan that shows how the ODOT Contractor intends to achieve the requirements as described in Article 11 and other applicable elements of this Agreement that are identified in the Pre-Job Workforce Plan.

Section 3. Updating the Pre-Job Workforce Plan. Any subsequent iterations of the Pre-Job Workforce Plan that are needed to accommodate additional Subcontractors and/or change orders for the project, shall be reviewed by ODOT, and shall be subject to discussion with ODOT to ensure that the Pre-Job Workforce Plan is likely to enable achievement of the requirements as described in Article 11 and other significant elements of this Agreement that are identified within the Pre-Job Workforce Plan. Such discussions shall identify any improvements to the Pre-Job Workforce Plan that may be appropriate to ensure success at achieving requirements as described in Article 11 and other aspects of this Agreement. After such discussion, ODOT in its sole discretion may accept the Pre-Job Workforce Plan, or identify changes needed. Contractors may not proceed to the Pre-Job Conference nor commence performance of Covered Work until ODOT, and the Labor Unions have accepted the Pre-Job Workforce Plan.

3.1. The Pre-Job Workforce Plan shall be updated by the ODOT Contractor as needed, as required to comply with ORS 279A.803, and/or as directed by ODOT, in order to account for any new strategies or distribution of workforce hiring to continue towards a likely achievement of the requirements as described in Article 11 or contractual workforce expectations. The ODOT Contractor's Pre-Job Workforce Plan will be reviewed regularly by the JAC; updated Workforce Plans must be accepted by ODOT in order to take effect.

Section 4. Pre-Job Conference Scheduling. The primary CWA PreJob Conference shall occur not more than twenty (20) days after the Notice to Proceed (NTP) is issued by ODOT to the ODOT Contractor for the ODOT Contract . This CWA Pre-Job Conference shall include participation by the

ODOT Contractor and Unions with craft jurisdiction over any portion of Covered Work on the Covered Project. Additional CWA Pre-Job Conferences shall be scheduled if additional Subcontractors are engaged on the project subsequent to the first CWA Pre-Job Conference, in each case at least fifteen (15) business days prior to such additional Subcontractor(s) commencement of performance of Covered Work. Additional CWA Pre-Job Conferences shall include participation by additional Subcontractors and Unions with craft jurisdiction over any portion of Covered Work to be performed by the additional Subcontractors.

4.1. The ODOT Contractor shall initiate scheduling of CWA Pre-Job Conferences, and shall notify ODOT, affected Unions, and all Subcontractors. Each Subcontractor shall complete and submit a Pre-Job Workforce Plan to the ODOT Contractor, which will provide all such forms to ODOT, the Trades Council, and to the SWMSRCC at least five (5) business days prior to the CWA Pre-Job Conference.

Section 5. Information for the CWA Pre-Job Conference. In addition to the project information, each Contractor will present all information available regarding the scope of work to be performed by that Contractor. This includes information on the Pre Job-Form such as the Contractors intentions for:

- a. A copy of the Letter of Assent for each Contractor;
- b. Trade assignments;
- c. A list of Core Workers with any necessary documentation that may be required to evidence the Core Worker eligibility for Core Worker designation;
- d. start dates and expected job duration for each Contractor;
- e. a request for consideration of a composite crew utilization, if such Composite Crew utilization is sought by a Contractor for the Covered Work (see Article 6, Section 4);
- f. Evidence of status as a Training Agent and a workplan to evidence utilization of registered Apprenticeship Program placements by Trade sufficient to meet the Apprenticeship Goals or evidence of intent to utilize 23 CFR 203.111 to meet Apprenticeship Goals;
- g. Planning to ensure compliance with personal protective equipment ("PPE") (see Article 5);
- h. Planning to ensure compliance with all facility provisions f (see Article 5); and
- i. other information such as a description of self-performed work, a comprehensive list of all known subcontractors if applicable, a copy of the signed Letter of Assent, estimated peak employment, a copy of safety rules, and other information relative to the Covered Work being performed by the participating Contractors.

Section 6. Distributing CBAs. Prior to the CWA Pre-Job Conference, the ODOT Contractor shall ensure that each Contractor has received a copy of this Agreement and any CBAs applicable to Covered Work to be performed by that Contractor, and that the Contractor has the opportunity to review the same with the Union in order to promote shared understanding.

Section 7. Trade Assignments. Should any Union disagree with the ODOT Contractor's or attending Subcontractor's proposed assignment for the Trade work at the CWA Pre-Job Conference, it remains the full responsibility of the Contractor to select the prevailing wage and Trade assignment that the Contractor believes is appropriate, consistent with the Jurisdictional Plan. However, the Contractor shall have the remaining week prior to submitting the Final Trade Assignment (Attachment D) and prior to the start of work on the site to consider the information provided and to determine if the Contractor wishes to modify their intended assignment. Contractor shall participate in a makeup meeting if requested by one of the Unions. Prior to submitting a Final Trade Assignment, the applicable Contractor shall confer with any Union challenging the initial Trade assignments.

7.1. The ODOT Contractor and each Subcontractor shall file a Final Trade Assignment prior to starting work. A Union challenging a Contractor's Final Trade Assignment shall be resolved pursuant to Article 18 (Settlement of Jurisdictional Disputes).

ARTICLE 5 SAFETY

Section 1. Compliance with State and Federal Safety Requirements. Contractors, Unions, and all Workers will comply with all federal, state, and local health and safety laws and regulations applicable to Covered Work. In accordance with the requirements of the Occupational Safety and Health Act (OSHA), as amended, it shall be the exclusive responsibility of the Contractor to ensure the safety and health of its Workers.

Section 2. Emergency Closure. Subject to the ODOT Contract, it is not a violation of this Agreement, if the Contractor shuts down because of an emergency that poses an immediate or foreseeable risk of harm to persons or property. In such cases, Workers will be compensated only for the actual time worked or as otherwise provided in this Agreement.

Section 3. Drug and Alcohol Testing. The Parties recognize the need for an established drug and alcohol policy and/or testing program for a safe and drug free workplace. Contractors shall adhere to drug and alcohol policy and/or testing program contained in applicable CBAs. Should an applicable CBA not contain a drug and alcohol policy and/or testing program, then all Contractors shall implement such policy or program established by the ODOT Contractor.

Section 4. Personal Protective Equipment. Subject to any applicable CBA provisions, the Contractor shall comply with OSHA requirements regarding the required provision and maintenance of PPE and shall adhere to industry-appropriate replacement schedules of such PPE. The PPE items that are provided and maintained shall include but are not limited to those discussed at the CWA Pre-Job Conference. Notwithstanding the above, the Contractor is required to keep a range of sizes that include sizes suitable for Women and smaller Workers. This includes but is not limited to fitted reflective jackets, fitted flame-resistant clothing, safety gloves, and hard hats and eye gear sized for smaller heads.

Section 5. Changes to Safety Rules. Should a Contractor seek to reduce or eliminate any safety rule during a project, such proposed changes shall be discussed at Joint Administrative Committee meetings (Article 10) prior to implementation.

Section 6. Worker Facilities. Subject to any applicable CBA provisions and in addition to OSHA regulations (including but not limited to 29 CFR 1910.141, 29 CFR 1926.51 and 29 CFR 1928.110),

the ODOT Contractor shall furnish a warm, dry, lighted room of ample size situated with reasonable proximity to the worksite for Workers (including subcontractors) to access and shall not be used for storage of materials or equipment.

This room or adjoining space shall be secured by a door, for each gender, separate from the toilet facility, public restroom or toilet stall, to ensure adequate privacy for changing clothes, privacy for personal needs, or privacy to serve as a clean and private nursing station. This is in compliance with but additional to ORS 653.077 and OAR 839-020-0051.

Section 7. Bathroom Facilities. Separate toilet facilities shall be provided in equally accessible locations for those who identify as women and separate facilities for those who identify as men. Toilet facilities will be clearly marked for Men and for Women. Toilet facilities shall have a locking door. Toilet facilities shall be “hooded” with a full-length wall to ceiling structure. All facilities will be cleaned at least daily. Facilities will be examined at the start of each shift to ensure they are clean, have no litter or debris, and have no offensive graffiti and no damage that would impair the privacy of the crews. All facilities shall also be examined prior to the start of each shift to ensure sanitary toilet papers, soap and paper towels are stocked. Facilities that are for Women shall include and shall maintain a supply of appropriate hygiene products for Women.

Section 8. Security Measures. Security procedures for control of tools, equipment, and materials are the responsibility of the Contractor. The Contractor will be responsible for the establishment of reasonable security measures for the protection of personal, company and ODOT property.

ARTICLE 6

WAGES AND BENEFITS

Section 1. Prevailing Wages. All Workers covered by this Agreement shall be classified in accordance with the work performed and paid the hourly wage rates for those classifications, in compliance with the applicable Prevailing Wage Rates and Davis-Bacon wage rates, as required by law. Notwithstanding any other provision in this Agreement, all Signatory Contractors shall pay all wages set forth in the applicable CBA.

1.1. RESERVED.

1.2. If both Davis-Bacon and State Prevailing Wage Rate requirements apply, the higher wage rate will prevail.

Section 2. Workweek. The workweek for payroll purposes shall be defined by the Contractor, subject to any applicable CBAs.

Section 3. Show-up Pay. Any Worker employed by a Contractor who reports for work (except when given notification not to report to work 2 hours prior to shift), and for whom no work is provided shall receive 4 hours pay. Any Worker who reports for work and for whom work is provided, shall be paid for actual time worked but not less than 4 hours. If the job is shut down because of adverse conditions that prevent work and are beyond the control of the Contractor, Workers shall be paid for actual time worked but not less than 2 hours. Procedures for the Contractor to use to cancel work shall be agreed upon at the CWA Pre-Job Conference.

Section 4. Composite Crews of Craft Workers. The Parties agree that for Contractors to be competitive and to ensure that Workers are productively employed throughout their shifts on a

Covered Project, Contractors may utilize Workers as a composite crew on any task.

4.1. In performing its work, the composite crew shall be allowed relaxation from strict craft jurisdiction provided the Workers from each Union are assigned tasks within their Union's jurisdiction as far as reasonably practical so long as such work assignments have been mutually agreed upon, in writing, between the respective Unions by way of the CWA Pre-Job Conference and revised as necessary, in writing, over time.

4.2. Consistent with Section 4.1, above, Contractors shall endeavor in good faith to assign Workers such that the total number of hours worked by members of each Trade is consistent with traditionally recognized craft jurisdictions. The Unions recognize and agree that on individual days the proportion of hours worked in each Trade may be more or less than the traditional ratios. Contractors agree that the use of Workers from one Trade to perform the work of another Trade shall in no way constitute an assignment nor shall it in any way prejudice traditional jurisdiction.

ARTICLE 7 TRUST FUND

Section 1. Payment Responsibility. Subject to the exception set forth in Section 2 below, for all Workers performing Covered Work, Contractors shall pay all required Contractor contributions to the established Union employee trust funds in the amounts required by the applicable Prevailing Wage Rate and make all employee authorized deductions in the amounts designated in the appropriate Collective Bargaining Agreement.

Section 2. Exception. Non-Signatory Contractors will provide its non-Union Core Workers employed on the Covered Project in their specified contract with company paid health care benefits under an established plan and/or company paid retirement benefits under an established ERISA qualified retirement plan that are adequate and commensurate with industry standards as determined by ODOT. Non-Signatory Contractor must continue to provide such Core Workers these employer-paid benefits through the duration of the Worker performance on the Covered Work. The Non-Signatory Contractor may credit the hourly rate equivalent of such payments against the applicable classification total package prevailing wage determination. In order to utilize this provision, the Contractor shall provide the following to ODOT prior to beginning Covered Work: (1) A copy of the plan documents establishing the Contractor's health care plan and/or ERISA qualified retirement plan; (2) Proof of Contractor payments into such health care plan and/or ERISA qualified retirement plan on behalf of such Core Workers for at least two months prior to the commencement of Covered Work; (3) Proof of Contractor payment(s) into such health care plan and/or ERISA qualified retirement plan within ten calendar days of such payment on behalf of each Core Worker during the period of time such Core Worker(s) is/are performing Covered Work; and (4) A reconciliation certified by a duly authorized representative of the Contractor showing the wage and benefit payments made to or on behalf of each Core Worker during each payroll period the Core Worker performed Covered Work. ODOT or any higher tier contractor may withhold payment to a Contractor until satisfactory documentation as described in Section 2.2 of this Article has been provided.

2.2. The Non-Signatory Contractor seeking this exception shall request this exception on the Pre-Job Workforce Plan and shall attach a copy of the benefit plan that they are requesting for exception, as well as evidence that the non-Union Workers named are covered by the employer-provided plan.

Section 3. Signatory Contractors. This Article does not relieve any Signatory Contractor from any benefits payment responsibilities or other responsibilities set forth in any Collective Bargaining Agreements to which it is a party. Non-signatory Contractors employing Workers who are Union members shall make payments into Union Benefits Programs on behalf of such Workers for Covered Work hours performed on the Non-signatory Contractor's Covered Work.

ARTICLE 8 HOURS OF WORK

With regard to topics set forth in this Article, in case of conflict between terms of this Agreement or an applicable CBA (and any attachments thereto) and the ODOT Contract; the terms of the ODOT Contract will govern. The ODOT Contract may direct project hours of work and other project schedules. As a condition of the ODOT Contract, the Contractor shall comply with all applicable provisions of ORS 279C.520 and ORS 279C.540, OAR 839-025-0050 and OAR 839-025-0034. Recognized holidays shall be in accordance with the prevailing wage guidelines adopted by BOLI.

ARTICLE 9 RESPECTFUL WORKSITES

The Parties agree to comply with and support the Respectful Worksites provisions as incorporated in the ODOT Contract. The Parties recognize that respectful conduct on the worksite and respectful conduct between all parties on the job site is a critical element of a safe worksite and to project coordination for efficient project management with reduced risk of disruptions.

ARTICLE 10 JOINT ADMINISTRATIVE COMMITTEE

Section 1. Establishment and Operation. The Parties recognize the advantages of cooperation and communication, as well as efficient and satisfactory resolution of disputes, misunderstandings, and/or unfair practices on a Covered Project. Towards this end, the Parties and ODOT Contractors agree to participate in a Joint Administrative Committee ("JAC").

Section 2. Scheduling & Moderation. ODOT will schedule, moderate, and create the agenda for the JAC meetings, inviting and procuring input from the Unions and ODOT Contractor(s), and will notify the participants of the meeting schedule. The JAC shall be held monthly unless ODOT, the Trades Council, and the SWMSRCC mutually agree to an exception to the schedule. ODOT may call an emergency meeting if appropriate, in ODOT's sole discretion. JAC members shall be ODOT, the Trades Council, and the SWMSRCC. Additional JAC attendees include the ODOT Contractor, as well as other Unions, Contractors, or community representatives invited by the JAC members.

Section 3. Joint Administrative Committee. The Parties to this Agreement shall establish an eight-person Joint Administrative Committee (JAC). This JAC shall be comprised of four representatives of ODOT, two representatives of the Trades Council, and two representatives of the SWMSRCC. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. Representatives of an organization shall be employees or officials of that organization; however, representatives of the Trades Council may be employees or officials of a Regional Council.

Section 4. Functions of the Joint Administrative Committee: The Committee shall meet not less than monthly or at the call of the chair, to discuss the administration of the Agreement, the progress

of the Projects, progress toward achievement of requirements as described in Article 11, general labor management problems that may arise, and any other matters related to implementation of this Agreement.

Substantive grievances or disputes arising under the Grievance Procedure, may be reviewed or discussed by this Committee, but shall be processed and resolved pursuant to the provisions of the appropriate Article. The JAC may suggest solutions to resolve any grievance under this Agreement, but such suggestions shall not be binding on any grieving party and shall not preclude the completion of the grievance process.

ODOT shall schedule the meetings, the preparation of agenda topics for all meetings, with input from the Unions and the Contractor representatives. Notice of the date, time and place of meetings and all necessary reports and information, shall be given to the JAC members at least five (5) business days prior to the meeting. ODOT shall prepare regular reports on apprentice utilization and the training and employment of Priority Workers. The ODOT Contractor shall provide a schedule of construction for the Covered Project, and to the extent available shall provide estimated number of craft workers needed in various Trades. The Committee shall review such information and may make recommendations for improvements in implementation of this Agreement, including increasing the availability of skilled trades, and the employment of Priority Workers or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 5. Joint Administrative Committee Reporting. ODOT will gather appropriate information relevant to JAC items (pursuant to reporting requirements of this Agreement and ODOT Contracts) and deliver such materials to the JAC. Such information shall be distributed at least one week prior to the JAC meeting. ODOT shall chair the JAC. The JAC's meeting agenda shall include a review and discussion of issues of Covered Project administration deemed relevant by JAC meeting participants, including, but not limited to:

- Safety practices and incidents (if any),
- Review of contracting workforce reports including but not limited to, utilization rates of Apprenticeship and EDZ Hires and progress toward Diverse Workforce goals and targets,
- Registered Apprenticeship utilization rates by contractor by Trade
- Turn-around events or unfilled requests for Workers,
- Project progress and schedule,
- Respectful Worksite program,
- Assist the Parties and Subcontractors in their efforts to satisfy the requirements as described in Article 11,
- Any other relevant issues or topics that are identified by any participant in the JAC.

Section 6. The Parties agree to work collaboratively to identify and address issues as they arise and to resolve them in a timely manner.

Section 7. Any agreements or recommendations reached pursuant to the JAC shall not supersede, alter, modify, amend, add to or subtract from this Agreement. All Parties signatory to this Agreement acknowledge the important of attendance and active support of the JAC and agree to participate in the meetings as their responsibility on the Project requires.

ARTICLE 11
APPRENTICESHIP AND DIVERSE WORKFORCE

Section 1. Diverse Workforce. Covered Projects are subject to certain Affirmative Action, Equal Opportunity, DBE, Apprenticeship, EDZ, aspirational diversity targets and other related requirements and goals to advance diversity and equality in execution of the project. These requirements will be included in the specifications for each Covered Project. Unions agree to support the ODOT Contractor and Subcontractors in their efforts to employ a diverse workforce. Unions will utilize the hiring dispatch provisions in furtherance of these goals and the ODOT Contractor's and Subcontractor's requirements under Executive Order 11246 and FHWA Form 1273. This Agreement only incorporates those diversity-related specifications and provisions that are included in the FHWA-approved ODOT Prime Contract. The purpose of this Article is to obtain Unions' participation and assistance with complying with the applicable requirements associated with those specifications and provisions, including ODOT Contractor's or Subcontractor's good faith efforts.

1.1. Executive Order 11246. Unions may not prevent ODOT contractor from meeting its obligations pursuant to E.O. 11246 and FHWA form 1273 special provisions. ODOT Contractor will immediately notify ODOT in the event it is unable to meet EEO goals.

1.2. Aspirational Targets. In furtherance of its Community Benefit Project Program, ODOT has established Aspirational Targets for ODOT Contractor for projects, which are incorporated through the ODOT Contract. Aspirational Targets are supplemental to and do not take the place of ODOT Contractor or Subcontractor EEO goals.

1.3. Equity Management Plan. Unions and the ODOT Contractor recognize that the ODOT Contractor has an Equity Management Plan pursuant to the ODOT Contract and provided to the Unions in the Pre-Job Workforce Plan. Unions agree to support and facilitate the ODOT Contractor and Subcontractors in fulfilling the Equity Management Plan, including through dispatch.

1.4. EDZ Hiring Goals. Pursuant to OAR 731-005-0900, ODOT has set EDZ Hiring Goals for ODOT Contractor to meet, as identified in the ODOT Contract.

Section 2. Apprentice Utilization Requirement. The Parties share the goal of developing and expanding the pipeline of skilled workers in heavy highway construction projects and ensuring diversity and widespread opportunity in the workforce for those projects. For all Apprentice references below and Apprentice Hiring Goals, a Non-Signatory Contractor utilizing an approved On the Job Training (OJT) Program pursuant to 23 CFR part 230.111, may use OJT trainees to satisfy the requirements of this Article, as approved by ODOT.

2.1. Overall Project Utilization. For each Covered Project, the ODOT Contractor shall ensure that at least 20% of total project aggregate hours of Covered Work for all Apprenticeable Trades are performed by Apprentices.

2.2. Contractor/Trade Apprentice Utilization. Each ODOT Contractor and each Subcontractor shall ensure that, for each Apprenticeable Trade in which the respective contractor is engaged to perform Covered Work, at least 15% of hours are performed by Apprentices in those trades that are signatory to this CWA.

2.3. Recent Apprentices. The ODOT Contractor shall make reasonable efforts to ensure that

the ODOT Contractor as they self-perform work, and all Subcontractors, utilize first-year and second-year Apprentices. Unions providing referrals of Apprentices through their hiring halls shall refer first-year or second-year apprentices on a priority basis upon Contractor request.

2.4. Exemption. Subcontractors that have an estimated subcontract value of \$200,000 or less at the time of Agency's consent to the Subcontract are exempted from Section 2 of this Article. Except as set forth in this Section, there are no exemptions to the Apprentice Utilization Requirement.

Section 3. Compliance with Law. Nothing in this Agreement shall require Contractors to employ Workers in violation of any federal or state laws and requirements.

Section 4. Enforcement. Failure of the ODOT Contractor, Subcontractors or the Unions to comply with their obligations to conform with the requirements and procedures set forth in this Article would impair ODOT's efforts to promote workforce equity and to provide fair and equal opportunities to the public as a whole.

4.1. Responsibilities regarding the obligations set forth in Article 11, section 1, including providing information upon request throughout the duration of the project, shall be enforced through procedures set forth in ODOT Contracts, with remedies indicated therein.

4.2. ODOT Contractors, and in turn their Subcontractors, and Unions shall provide ODOT with all information requested by ODOT. Such information shall be provided through payroll reporting systems and in any additional format established by ODOT, and shall be provided no less frequently than on a monthly basis. Reported data shall be disaggregated as required by ODOT; required reports may include disaggregated data by race, gender, construction Trade, and journey-level and apprentice-level hours.

ARTICLE 12

CORE WORKERS

Section 1. Core Workers. Non-signatory Contractors may employ members of its own workforce ("Core Worker," further defined in Section 4 below), as set forth below.

Section 2. Exemption. Non-signatory Subcontractors performing on a subcontract with a value \$200,000 or less at the time of Agency consent to subcontract may utilize Core Workers at their own discretion, without regard to the limits set forth in Section 3 below.

Section 3. Order and Ratio. Non-signatory Contractors may employ, as needed, first, a member of its core workforce ("Core Worker," as defined in Section 4 below), then a Union-referred Worker; thereafter, the Contractor shall alternate Core Workers and Union-referred Workers, on a one-for-one basis, up to a maximum of five Core Workers, or otherwise by mutual agreement of that Contractor and Union. Thereafter, all additional Workers in the affected Trade shall be initially requested from the Union hiring hall, subject to Priority Hire and Unfilled Request provisions of this Agreement. As part of this process, and in order to facilitate the contract administration procedures, all Contractors shall inform the appropriate Union hiring hall of any non-Union Workers hired by the Contractor. Such information shall be provided within two days of the non-Union Worker's employment at a Covered Project site.

Section 4. Definition. "Core Worker" in this context refers to the following types of craft workers: working foremen, journey-level workers, and apprentices. The term "Core Worker" does not refer to

Workers otherwise excluded in Article 2, Section 12, such as supervisory, management, non-working owners, or Workers hired following an Unfilled Request pursuant to Article 13, Section 5. An employee of a Non-Signatory Contractor shall be deemed a Core Worker if such Worker satisfies all of the following criteria:

- a. they have been on that Contractor's active payroll at least 60 out of the 180 calendar days immediately prior to employment on the Project;
- b. they have worked a minimum of 1,000 hours in their construction craft during the previous two years; and
- c. they hold all required licenses and certifications for the work of their craft.

Section 5. Other Requirements. In all staffing decisions, Contractors shall comply with requirements as described in Article 11 and related procedures as described in Articles 11 and XIII, hiring requirements applicable to federally funded projects (including Executive Order 11246 and FHWA's Form-1273), and all applicable apprentice utilization ratios. Prior to or at the Pre-Job Conference, each Non-signatory Contractor performing any Covered Work on the Project, shall provide a list of its Core Workers to the Trades Council and the SWMSRCC. Failure to do so will prohibit the Contractor from using any Core Workers. Upon request by any Union, the Contractor hiring any Core Workers shall provide to the requesting party evidence that the Core Worker meets the criteria in Article 12, Section 4.

ARTICLE 13

DISPATCH, REFERRALS, AND HIRING PROCEDURES

Section 1. Hiring Procedures. The ODOT Contractor and each Subcontractor shall use the procedures set forth in this Article and Article 12 in performance of Covered Work. Requirements of this Article include generally applicable procedures and additional specific procedures to be used when requesting Apprenticeship or EDZ Worker utilization obligations contained in Article 11.

Section 2. Staffing. In performance of Covered Work, when the ODOT Contractor or any Subcontractor utilizes one or more Workers who are currently employed or have been previously employed by the respective contractor (including employment of Core Workers by Non-signatory Contractors pursuant to Article 12), the Contractor shall adhere to all requirements set forth in the ODOT Contract and the CWA, as applicable.

Section 3. Request for Dispatch of Journey-level Workers. ODOT Contractor and each Subcontractor shall utilize the Craft Request Form (Attachment C) to request journey-level workers, including workers to satisfy EDZ Goals. Each contractor shall maintain copies of all submitted Craft Request Forms or other requests for Workers. Each Craft Request Form must be submitted at least two Business Days prior to performance of the Covered Work for which requested Workers are needed.

Section 4. Union Dispatch. Unions shall ensure that hiring halls accept the Craft Request Forms and shall provide the preferred dispatch contact for submitting such forms. In accordance with E.O. 11246 and Form 1273, Unions shall cooperate with the ODOT Contractor and Subcontractor in the dispatch of workers, and support and promote the ODOT Contractor's good faith efforts. In the event a Union's referral practice contributes to the ODOT Contractor's inability to meet its obligations pursuant to E.O. 11246 and FHWA Form 1273, the ODOT Contractor must provide

notice to ODOT. The ODOT Contractor must take appropriate measures to address its inability to meet its obligations though such measures may only include the suspension of dispatch from that Union with ODOT approval.

Section 5. Referral Period. If a Union hiring hall is unable to provide a journey-level Worker, within two (2) business days of a Craft Request Form being received by the Union hiring hall, (Saturdays, Sundays and Holidays excepted), the Contractor is permitted to hire a Worker in that Craft from another source.

Section 6. Apprentices Hiring.

6.1. Request by Signatory Contractors. Signatory Contractors requesting Apprentices from the Union hiring hall that refers apprentices in that Trade, shall utilize the Craft Request Form . Unions shall ensure that Union hiring halls accept the Craft Request Form and refer Apprentices requested in the Craft Request Form, as needed for Signatory Contractors to satisfy the Apprenticeship Hiring Goals for the Covered Project.

6.2. Requests by Non-Signatory Contractors. Non-Signatory Contractors may request Apprentices from any appropriate Registered Apprenticeship Program (or if approved, the programs described in Article 11, Section 2) serving Non-Signatory contractors, and shall utilize the request processes appropriate to the particular program that the Non-Signatory Contractor utilizes. Notwithstanding the foregoing, if otherwise approved as set forth Article 11, Section 2, Non-Signatory Contractors may utilize Trainees consistent with program requirements.

6.3. Use of Registered Apprenticeship Programs by All Contractors. Contractors shall request that Registered Apprenticeship Programs, to the maximum extent permitted by written standards approved by BOLI, refer requested apprentices for apprentice utilization (including apprentice utilization requirements) for the Covered Project.

6.4. Unfilled Apprentice Requests. If the Registered Apprenticeship Program or Union hiring hall is unable to provide the requested Apprentice within two Business Days (Saturdays, Sundays and Holidays excepted) of a request for such worker being received by the Union hiring hall or Registered Apprenticeship Program, the Unions will, consistent with the standards on file with BOLI for the relevant Registered Apprenticeship Program, work with local, state-certified pre-apprenticeship programs or community-based organizations, to identify such Workers who meet the minimum standards of the relevant apprenticeship program. If one or more such Workers are identified, the Contractor shall (i) refer the Worker(s) to the Registered Apprenticeship Program and/or hiring hall, (ii) request enrollment as an apprentice and referral consistent with the standards on file with BOLI for the relevant Registered Apprenticeship Program, and (iii) pay any applicable sponsorship fees. The Contractor shall promptly notify ODOT and the ODOT Contractor if a Registered Apprenticeship Program or hiring hall declines to implement the referral or enrollment contemplated in this section.

Section 7. Turnaround. Contractors may reject any Worker for any lawful, nondiscriminatory reason, provided the Contractors comply with any reporting pay requirements under the law; provided further that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified Workers through the procedures endorsed in this Agreement. Refusal by a Contractor to employ the dispatched Worker (such refusal may also be referred to as a "turnaround"), requires a written explanation to the ODOT Contractor (if different), ODOT, and the affected Union, within two Business Days.

Section 8. TERO Procedures. Obligations of ODOT and Contractors pursuant to TERO take precedence over dispatch and referral procedures and hiring requirements set forth in this

Agreement (including but not limited to Contractor staffing decisions, Core Worker ratios and procedures, and goals and procedures) and in any CBAs under this Agreement. In the event of any inconsistency or conflict between this Agreement and TERO, ODOT and Contractors shall comply with TERO's requirement pursuant to TERO agreements and the ODOT Contract. Contractor shall inform the applicable Union of any non-Union TERO Workers hired pursuant to this Section within two Business Days of such non-Union TERO Worker being hired.

ARTICLE 14
DISADVANTAGED BUSINESS ENTERPRISE

The ODOT Contractor, ODOT and the Unions commit to provide outreach and to train, mentor, and support DBE contractors on any Covered Project. ODOT and the ODOT Contractor will provide training and assistance about working under this Agreement to any interested contractor including but not limited to DBE contractors.

ARTICLE 15
HELMETS TO HARDHATS

The Parties recognize and desire to facilitate veterans' entry into the building and construction trades. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), the Center's "Helmets to Hardhats" program, and other applicable veteran programs, to serve as resources for preliminary orientation, assessment of construction aptitude, referral to BOLI registered apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

ARTICLE 16
TECHNICAL ASSISTANCE, TRAINING, OUTREACH AND SUPPORT FUNDS

The Parties agree and are committed to supporting all Contractors, including and particularly DBE Contractors, in understanding and complying with this Agreement, as well as providing clarity for bidding preparation and processes. As Parties to this Agreement, the Unions will collaborate with ODOT and Contractors to provide support, which may include training, mentoring, workshops and/or technical support. ODOT currently supports and will continue to provide technical assistance to DBE firms and to all Contractors, while recognizing the limits of capacity, resources, and funding. ODOT will seek supplemental funding opportunities where practical.

ARTICLE 17
DISPUTE RESOLUTION

Section 1. Disputes Regarding Violations of Collective Bargaining Agreements. Disputes in which a Party or a Contractor alleges a violation of a CBA shall be resolved under the grievance procedure contained in Section 4, below. Such disputes shall not involve ODOT, but ODOT shall be informed of any dispute and the resolution.

Section 2. Disputes Regarding Jurisdictional Assignments. Resolution of disputes between Unions regarding the scope of craft jurisdiction and assignment of work shall be resolved pursuant

to the terms set forth in Article 18 (Settlement of Jurisdictional Disputes). Such disputes shall not involve ODOT, but ODOT shall be informed of any dispute and the resolution.

Section 3. Disputes Regarding Violations of Non-Disruption Provisions. Resolution of disputes regarding violations of Article 19 (Labor Peace) shall be resolved pursuant to the terms set forth in this Article.

Section 4. Disputes involving ODOT regarding violations of this CWA shall be resolved in accordance with Section 6 below; however, disputes and claims between ODOT and Contractor concerning additional compensation, additional contract time, or a combination of additional compensation and contract time (including pass through claims from Subcontractors) shall be governed by the Specifications of the ODOT Contract.

Section 5. Disputes Regarding Other Alleged Violations of this Agreement between a Union and a Contractor other than disputes described in Sections 1, 2, 3, or 4 shall be resolved through the following process:

Step 1: The grieving party will provide written notice to the responding party (with a copy to ODOT) of the existence of a dispute based on an alleged violation of this Agreement. The written notice of dispute will provide a brief description of the factual basis of the dispute, including identification of the Agreement provision(s) allegedly violated by the responding party.

Step 2: Within ten Business Days after receipt of the written notice of dispute, representatives of the parties to the dispute shall meet, either in person or via telephone or video conference ("Step 2 Meeting") and attempt to resolve the dispute in good faith. ODOT may, at its sole discretion, participate in or attend this meeting.

Step 3: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the conclusion of the Step 2 Meeting, the grieving party shall, within five Business Days after the Step 2 Meeting, provide a written request to the responding party to discuss the dispute and detailing the factual basis of the dispute, identifying the Agreement provision(s) allegedly violated by the responding party, and describing the parties' efforts to resolve the dispute. The representatives of the parties to the dispute shall meet in person ("Step 3 Meeting") within 5 Business Days (or such longer time as all of the involved parties mutually agree) after receipt of the request to discuss the dispute. ODOT may, at its sole discretion, participate in this meeting.

Step 4: If the dispute is not resolved with agreement of all parties to the dispute within 48 hours of conclusion of the Step 3 Meeting, the dispute may be submitted to final and binding arbitration as described in Step 4A.

Step 4A: The grieving party may, within five Business Days of the conclusion of the Step 3 Meeting, request in writing that the dispute be settled by an arbitrator affiliated with Federal Mediation and Conciliation Service ("FMCS"), utilizing the American Arbitration Association's Construction Rules and Mediation Procedures, including Fast Track Procedures, and Supplementary Rules for Fixed Time and Cost Construction Arbitration. The grieving party shall request a list of five arbitrators from FMCS. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. Any arbitration must be held within 30 days of being referred to arbitration, or as quickly as possible under arbitration service rules and arbitrator availability. ODOT may, at its sole discretion, participate in such arbitration, but is not obligated to do so.

The arbitrator's decision in the above-named disputes shall be final and binding upon the parties to the dispute. In cases for which the arbitrator finds a violation of this Agreement, the

arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the dispute and ODOT. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding. Should any party seek judicial enforcement of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs. Notwithstanding anything to the contrary in this Agreement, ODOT shall not be subject to any binding arbitration decision and nothing in this Agreement shall prohibit or limit ODOT from seeking or asserting any rights or remedies available to it in law or equity.

Section 6. Disputes involving ODOT, whether as a grieving party or responding party, based on alleged violation of this Agreement, other than disputes excepted by Section 4, shall be resolved through the following process:

Steps 1-3 shall be the same as described above. If the dispute is not resolved with agreement of all parties to the dispute within 48 hours of conclusion of the Step 3 meeting, the dispute may be submitted to the Claims Review Board as described in Step 4B.

Step 4B: The dispute shall be presented to a Claims Review Board (referred to as "Board") for consideration, review, and recommended resolution. Board recommendations concerning the dispute are considered advisory only, shall not be binding on either party, and shall not constitute evidence in any legal proceeding for any reason.

The Board will be comprised of three persons. The grieving party and the responding party shall each designate a Board member, and those two designees shall select the third member. Members of the Board are to act impartially and independently in the consideration of facts and conditions surrounding the dispute. The three members shall determine who will serve as Chair. The Board may request a person not associated with the dispute to act as the recording secretary for the Board. The recording secretary is not a Board member and will only assist the Board with administrative tasks related to its consideration and review of the referred dispute. The grieving party and the responding will equally share the costs of the Board members and the costs of the Board's recording secretary.

The Board will schedule and conduct an informal hearing at which the grieving party and the responding will each have an opportunity to present evidence and argument. The proceedings will be conducted in a manner determined by the Chair. in consultation with the other Board members. In the event that the dispute involves Section 1 or 2 of Article 19 (Labor Peace). The Board and the parties shall conduct the proceedings in an expedited manner, recognizing that time is critical in such disputes.

The grieving party and the responding party shall each submit a brief written summary of the claim to the Board and the other party at least 5 Business Days before the hearing. Unless directed otherwise by the Board Chair the summary shall include for each issue under dispute:

- A short statement describing the dispute; and
- A short position statement by the party on the dispute, including a clear and concise explanation of the basis for that position, including specific references to the relevant CWA provisions.

Unless directed otherwise by the Chair, the hearing will be conducted according to the following guidelines:

- The hearing will be informal and witnesses will not be sworn;
- The grieving party will present its case first and the responding will then present its case, and both parties will then have opportunity to present rebuttal;
- The Board may ask questions and, to promote open discussion of the issues, both parties may respond or emphasize issues;
- The parties' attorneys may observe the hearing and may respond to direct questions from the Board but may not make factual presentations or legal arguments; and
- The Board will conclude the hearing when it appears to the Board Chair that each party has had sufficient opportunity to support its case and the Board has no further questions.

Within three Business Days after conclusion of the hearing, the Board will forward its written recommendation for resolution of the dispute to the representatives for the grieving and responding parties.

Any party that does not accept the Board's recommendation regarding the dispute must notify the other parties within two Business Days. If no party provides such notification, the parties will immediately proceed to implement the Board's recommendation.

Section 7. Extension. The time limits specified in any step of the dispute resolution procedures set forth in Section 5 and 6, above, may be extended by the mutual written agreement of the parties to the dispute. However, failure to process a dispute, or failure to submit written notice within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice or without precedent to the processing and/or resolution of like or similar disputes.

Section 8. No Precedent. In order to encourage the resolution of disputes at Steps 2 and 3 of the dispute resolution procedure set out in Sections 5 and 6, above, the Parties agree that any settlements made during such steps shall not be precedent-setting.

Section 9. Costs. The parties to a dispute shall each bear their own costs of participating in Steps 1 through 4 of the dispute resolution process.

ARTICLE 18

SETTLEMENT OF JURISDICTIONAL DISPUTES

Section 1. Assignment. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry as established or amended from time to time by the North America's Building Trades Unions, or any similar plan or method of procedure for resolution of jurisdictional disputes that may be adopted in the future by NABTU (together, the "Jurisdictional Plan).

Section 2. Settlement of Disputes. All jurisdictional disputes regarding a Covered Project shall be settled and adjusted according to the Jurisdictional Plan. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions. Disputes under this Article shall not involve ODOT.

Section 3. No Labor Stoppage. All jurisdictional disputes shall be resolved without the occurrence of any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project. The Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

ARTICLE 19 LABOR PEACE

Section 1. No Disruptions. During the term of this Agreement, the Trades Council, the SWMSRCC and the Unions signatory herein agree that there shall not be any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason by any Union or their members, or by any employee on Covered Projects, and there shall be no lock out by a Contractor. Unions and Contractors 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. Unions shall not conduct activities that violate this Section. Failure of any Union employee to cross any picket line established at the Covered Project site is a violation of this Article.

Section 2. No Support for Disruptions. Unions, the Trades Council, and the SWMSRCC shall not sanction, aid, abet, encourage or continue any disruptions caused by labor unrest, including any strike, sympathy strike, work stoppage, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of any kind with the work on a Covered Project for any reason at a Covered Project site and shall undertake all reasonable means to prevent or to terminate any such activity.

2.1. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, up to and including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

2.2. Unions shall make best efforts to ensure that no Union-referred Worker engages in activities which violate Sections 1 or 2 of this Article. However, a Union shall not be liable for acts of employees for whom it has no responsibility. The principal officer or other representative of a Union will immediately instruct, order and use the best efforts of his/her office to cause the employees the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents.

2.3. Participation by an employee or group of employees in an act violating the foregoing provision will be cause for discipline, up to and including discharge or removal of the employee, or cancellation of contract by ODOT and/or the ODOT Contractor or the Subcontractor if such activity is supported by the ODOT Contractor and/or the Subcontractor in violation of Section 1. If there is any disruption caused by labor unrest, including any strike, sympathy strike, work stoppage, picketing, or otherwise advising the public that a labor dispute exists, walk-out, slowdown of any kind, lock out, interruption, or any other labor disruption of or interference of

any kind with the work on a Covered Project for any reason in violation of this Agreement by any Union, it is agreed that the other Unions shall be bound to ignore and shall not participate in such disruption and shall continue to staff the subject Covered Project without interruption.

2.4. Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members from a particular Contractor who fails to timely pay its weekly payroll, until such time as required compensation is paid. Prior to withholding its members' services for the Contractor's failure to make such payments, the Union shall give at least five (5) days (unless a lesser period of time is provided in the Union's CBA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to ODOT. The applicable Union will attempt to meet with Contractor within the five (5) day period to attempt to resolve the dispute.

Section 3. Expedited Arbitration. If ODOT is or elects to be a party to the dispute, the dispute will proceed as described in Section 6 of Article 17; otherwise, any Party or Contractor may institute the following binding arbitration procedure when a violation of Section 1 or 2 is alleged. ODOT may, at its sole discretion, participate in such arbitration, but is not obligated to do so. Nothing in this Agreement shall prohibit or limit ODOT from seeking or asserting any rights or remedies available to it in law or equity. In the event a Union or Contractor institutes this procedure, arbitration shall be mandatory.

3.1. The party invoking this procedure shall immediately initiate arbitration through Arbitration Service of Portland or the Federal Mediation & Conciliation Service, which the parties agree shall be the system for designation of an Arbitrator under this procedure. Notice to the Arbitrator shall be by the most expeditious means available, with written notice by email or similar means to the party alleged to be in violation.

3.2. Upon receipt of said notice the Arbitrator assigned above or the alternate shall designate a place for, schedule, and hold a hearing within twenty-four hours or another short timeframe as mutually agreed.

3.3. The Arbitrator shall notify the parties by electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

3.4. The sole issue at the hearing shall be whether or not a violation of Article 19, Section 1 or 2 has occurred. The award shall be issued in writing within three 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 calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. If the Arbitrator finds that a violation of Sections 1 or 2 has occurred, the Arbitrator shall order cessation of the violation and such award shall be served on all parties by hand or registered mail upon issuance. An Arbitrator's determination that a ODOT Contractor or Subcontractor has materially violated Section 1 provides grounds for ODOT's termination of the ODOT Contract under which the ODOT Contractor or Subcontractor is retained. ODOT retains sole discretion concerning any decision to terminate a ODOT Contract.

3.5. The award shall be final, binding, and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner: (a) electronic mail or similar notice of the filing of such enforcement proceedings shall be given to the other party; (b) in the proceeding to obtain a

temporary order enforcing the Arbitrator's award as issued under this Section, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*; (c) such agreement does not waive any party's right to participate in a hearing for a final order of enforcement; and (d) a Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

3.6. Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued, to the extent permitted by law.

3.7. Each party to a dispute subject under this Section shall bear its own costs of participating in the dispute resolution procedures of this Section. The fees and expenses incurred by the arbitrator, as well as those jointly incurred by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

ARTICLE 20 COMPLIANCE

The Trades Council, the SWMSRCC, and all Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by ODOT or the ODOT Contractor. Employees must promptly report any injuries or accidents to a supervisor.

ARTICLE 21 TERM AND AMENDMENT

Section 1. Amendment. The Parties agree that this Agreement may be amended only by the mutual written agreement of ODOT, the Trades Council, and the SWMSRCC.

Section 2. Modified Application by Mutual Agreement. Notwithstanding anything to the contrary in this Agreement, with regard to a particular Covered Project, this Agreement may be modified regarding its application to a portion of Covered Work by mutual written agreement of ODOT, the ODOT Contractor, the affected Unions, and the affected Subcontractors.

Section 3. Termination.

3.1. Termination for Material Breach. ODOT, the Trades Council, or SWMSRCC may terminate this Agreement in the event that another Party is in material breach of any of its material obligations under this Agreement. The Party seeking termination shall provide written notice to the breaching Party. The breaching Party shall have 120 days after such written notice is provided to cure the identified breach to the satisfaction of the Party seeking termination.

3.2 Termination upon Mutual Agreement. ODOT, the Trades Council, and SWMSRCC may terminate this Agreement upon mutual agreement as of an agreed termination date.

Section 4. Term and Applicability. The term of this Agreement shall be five years from the Effective Date or the end of the Community Benefit Program set forth in OAR 731-005-0090, whichever is earlier,

unless extended by the mutual agreement of the Parties. Notwithstanding the foregoing, this Agreement applies to a Covered Project only until the ODOT Contractor receives final Second Notification from ODOT for that Covered Project.


ARTICLE 22


GENERAL PROVISIONS


- Section 1. Titles.** Titles and headings of sections and provisions in this Agreement are for convenience only.
- Section 2. Severability.** If any provision of this Agreement is held or found to be invalid or prohibited by any court of competent jurisdiction the remaining provisions shall not be affected. Upon such invalidation, parties shall meet to re-negotiate such parts or provisions affected.
- Section 3. Interpretation of Agreement.** This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
- Section 4. No Offer.** The submission by any Party of this instrument to any other Party for examination, negotiation or signature does not constitute an offer of, an option for, or a representation by the submitting Party regarding a prospective agreement under the terms and conditions set forth herein.
- Section 5. Nonwaiver.** Failure by any Party, or any Contractor, to enforce strictly or promptly any provision of this Agreement shall not constitute a waiver of the same, and such provision may be asserted at any time after said Party or Contractor becomes entitled to the benefit thereof, notwithstanding delay in enforcement.
- Section 6. Time of Essence.** Time is strictly of the essence of each and every provision of this Agreement.
- Section 7. Successors and Assigns.** This Agreement shall be binding on the heirs, successors, assigns and personal representatives of the Parties and the Subcontractors.
- Section 8. Signature; Counterparts.** This Agreement may be executed by original, electronic signature, or facsimile signature; and in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document.
- Section 9. Choice of Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed and enforced according to the laws of the State of Oregon without regard to principles of conflict of laws. Any litigation or other court actions shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county where ODOT's main office is located; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

SIGNATURES

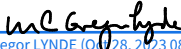
IN WITNESS WHEREOF, the parties hereto have executed this Community Workforce Agreement (Amended and Conformed) as of the Effective Date.



Kristopher STRICKLER (Nov 2, 2023 15:41 PDT)
Kris Strickler, Director
Oregon Department of Transportation


Robert Camarillo (Nov 2, 2023 11:04 PDT)
Robert Camarillo
Oregon State Building & Construction Trades Council,
AFL-CIO


Erika MCCALPINE (Oct 27, 2023 10:27 PDT)
Erika McCalpine
Oregon Department of Transportation


Doug Hicks (Oct 31, 2023 17:07 PDT)
Doug Hicks
Southwest Mountain States Regional Council of
Carpenters


McGregor LYNDE (Oct 28, 2023 08:52 PDT)
McGregor "Mac" Lynde
Oregon Department of Transportation


Leah HORNER (Oct 30, 2023 15:47 PDT)
Leah Horner
Oregon Department of Transportation

ATTACHMENT E Signatory Regional Councils and Local Unions

Dave Burger, President
Central Oregon BCTC

Jeff McGillivray, Secretary - Treasurer
Lane, Coos, Curry, Douglas BCTC

Bob Carroll, President
Columbia Pacific BCTC

Jeff Gritz, Secretary – Treasurer
Pendleton BCTC

Rod Sprinkle, President
Lane, Coos, Curry, Douglas BCTC

Josh McClaughry
Salem BCTC

Travis Sellers, President
Pendleton BCTC

Drew Waits, Secretary - Treasurer
IBEW Local 112

Shane Nehls, President
Salem BCTC

Matt Eleazer
Bricklayers Local 1

Nick Carpenter, President
Southern Oregon BCTC

Kirk Malcom
Drywall Finishers Local 101

Brent Stephens

Travis Swayze

Boilermakers Local 242

Geoff Kossak
Cement Masons Local 555

Garth Bachman
IBEW Local 48

Drew Lindsey
IBEW Local 280

Dave Winkler
Linoleum, Carpet & Soft Tile App. Local 1236

Robert Westerman
IBEW Local 932

Walt Caudle
Heat & Frost Insulators Local 36

IBEW Local 112

Jon Flegel
IBEW Local 659

Mike James
Glaziers Local 740

Robert Larzalere
Elevator Constructors Local 23

Jason Fussell
Ironworkers Local 29

Zack Culver
Laborers Local 737

Scott Oldham
Painters Local 10

Laramie Lexow
Ironworkers Local 516

Lou Christian
Plumbers & Steamfitters UA Local 290

James Anderson
Operation Engineers Local 701

Travis Hopkins
Roofers Local 49

Kent Sickles
Plasterers Local 82

Kolby Hanson
Sheet Metal Workers Local 55

Nick Bumpaous
Plumbers & Steamfitters UA Local 598

Bill Elzie
Teamsters Local 162

Brian Noble
Sheet Metal Workers Local 16

Steven Purdy
Sprinkler Fitters UA Local 669












CWA 10.23.23 clean(1)

Final Audit Report

2023-11-02

Created:	2023-10-27 (Pacific Daylight Time)
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2023-10-27 - 11:44:29 AM PDT

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2023-10-28 - 8:51:42 AM PDT

 Document e-signed by McGregor LYNDE (Mcgregor.LYNDE@odot.oregon.gov)

Signature Date: 2023-10-28 - 8:52:02 AM PDT - Time Source: server

 Email viewed by Kristopher STRICKLER (Kristopher.W.STRICKLER@odot.oregon.gov)

2023-10-30 - 8:56:35 AM PDT

 Email viewed by Leah HORNER (Leah.HORNER@odot.oregon.gov)


2023-10-30 - 8:56:38 AM PDT

 Document e-signed by Leah HORNER (Leah.HORNER@odot.oregon.gov)

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2023-10-31 - 10:09:13 AM PDT

 Signer dhicks@swmscarpenters.org entered name at signing as Doug Hicks


2023-10-31 - 5:07:47 PM PDT

 Document e-signed by Doug Hicks (dhicks@swmscarpenters.org)

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2023-11-02 - 10:51:57 AM PDT

 Signer robert@oregonbuildingtrades.com entered name at signing as Robert Camarillo

2023-11-02 - 11:04:20 AM PDT

 Document e-signed by Robert Camarillo (robert@oregonbuildingtrades.com)

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2023-11-02 - 3:41:10 PM PDT

 Document e-signed by Kristopher STRICKLER (Kristopher.W.STRICKLER@odot.oregon.gov)

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 Agreement completed.

2023-11-02 - 3:41:38 PM PDT