FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION /
CONSTRUCTION CAREERS AGREEMENT

PREAMBLE

This Project Stabilization/Construction Careers Agreement ("Agreement") is made and entered on this date APRIL 8, 2008, 2008 by and between the Foothill-De Anza Community College District ("District") together with other contractors and/or subcontractors ("Contractor(s)")who shall become signatory to this Agreement by signing the "Agreement to be Bound" (Appendix A), the Santa Clara & San Benito Counties Building & Construction Trades Council ("Council") and the Local Unions signatory hereto, all in their behalf and on behalf of the Local Unions involved, ("Union(s)").

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the construction of the Foothill-De Anza Community College District projects funded by proceeds from the Measure C bonds covered by this Agreement, promote career opportunities and job placement for District students and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the projects.

RECITALS

WHEREAS, the timely and successful completion of the Project is important to the District;

WHEREAS utilization of this Agreement is intended to enhance compliance with prevailing wage requirements;

WHEREAS, large numbers of workers in the various crafts and trades will be required in the performance of construction work for the Project. Many of the workers will be both represented by the unions affiliated with the Santa Clara and San Benito Counties Building & Construction Trades Council or other labor organization signatory to this Agreement (Unions) and employed by contractors and subcontractors (Contractors) signatory to collective bargaining agreements with the Unions;

WHEREAS, it is recognized that because completion of the project involves multiple contractors and bargaining units on jobsites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work;

WHEREAS, it is important to the successful completion of the Project that a sufficient supply of skilled craft workers be available;

WHRERAS, the interests of the general public, the District, the Union(s) and their members, and Contractors would be best served if the construction work proceeds continuously in an orderly, safe, efficient and economical manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lobbying slowdowns or other interferences with work;

WHEREAS, the Contractors and Union(s) desire: to mutually establish and stabilize wages, hours, and working conditions for the workers employed on the Project by the Contractors; to encourage close cooperation among the Contractors and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this agreement, so that construction of the Project is not delayed, hindered or disrupted by labor disagreements, labor disturbances or other forms of labor picketing, strikes or other similar conduct; to establish effective methods to settle disputes and controversies including jurisdictional disputes that may arise; and to ensure optimum productivity, orderly performance of the work, and that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement;

WHEREAS, the District, Contractors and Unions recognize and agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and non-union workers of different Contractors were to work side by side on the Project thereby creating the potential for labor disputes that could delay completion of the Project;

WHEREAS, the Contractors and Union(s) desire to provide for effective, prompt and fair dispute resolution procedures for all types of disputes that may arise under this Agreement and for the effective enforcement of the rights and understandings set forth in this Agreement;

WHEREAS, the contracts for the construction of the Project shall be awarded by the District in accordance with the state Public Contract Code and the California Education Code;

WHEREAS, the District has the absolute right to select the responsible bidder submitting the lowest responsive bid for the award of each construction contract for the Projects, or to reject all bid proposals;

WHEREAS, the District values the development of comprehensive training and educational programs that will assist students in obtaining meaningful and sustainable careers in the building and construction industry; and

WHEREAS, it is the intent of the parties to this Agreement that the obligation of Contractors bound to this Agreement to provide training and employment opportunities to graduates/students as described in Appendix C will extend beyond the Project and continue until good faith efforts have been met as defined in Appendix C, or until twelve (12) months after the completion of all work under the Scope of this Agreement, whichever comes first;

WHEREAS, the parties hereto pledge their full good faith and trust to work together towards a mutually satisfactory completion of the Project; and

WHEREAS, the interests of the general public, the District, the Union(s) and their members, and Contractors would be best served if workers have access to healthcare benefits that are intended by the prevailing wage statutes and are set forth in the Schedule A agreements discussed here;

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

SECTION 1. DEFINITIONS

1.1 "Agreement" means this Project Stabilization/Construction Careers Agreement.

1.2 "District" means the authorized representative of the Foothill-De Anza Community College District.

1.3 "Contractor" means all construction contractors and subcontractors and employers of whatever tier engaged in construction work on any part of the Project according to the contract terms and conditions approved by the District, which incorporate this Agreement.

1.4 "Project" includes and shall apply to all those Measure C funded new construction, renovation or modernization work listed in Appendix B It is the intent of the parties that all "Maintenance", "Renovation", "Small Capital" and "Large Capital" Projects currently contemplated by the District to be undertaken using Measure C funds will be covered by this Agreement, as listed on Appendix B. If any individual projects listed on Appendix B are not undertaken by the District, but substantially similar additional projects are undertaken, or if other individual construction projects funded by monies originally allocated to individual projects listed on Appendix B are undertaken by the District, then all such Projects shall be deemed covered by this Agreement. Although "Project" is used throughout this Agreement in the singular, it applies to all projects as defined in this Section.

1.5 "Union" or "Unions" means the Santa Clara and San Benito Counties Building and Construction Trades Council, AFL-CIO and its affiliated local unions and any other labor organization signatory to the agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.6 "Bona Fide Apprenticeship Program" means a program approved by the California Division of Apprenticeship Standards that has graduated at least an average of ten (10) apprentices annually for at least the past five (5) years. The graduation requirement for each of the preceding five (5) years shall not apply to any trade or craft not recognized by the Division of Apprenticeship Standards or the United States Department of Labor as an apprenticeable occupation for more than nine (9) years immediately prior to the effective date of this Agreement.

1.7 "Projects Manager" means the person or persons or business entity, if any, designated by the District to oversee all phases of construction on the project and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative.

1.8 "District's Authorized Representative" is the individual named in the Notice to Bidders whose authority includes, but is not limited to, the authority to approve Addenda, Change Orders, Payment Requests, Milestone and Project Completion date(s).

1.9 "Master Collective Bargaining Agreement(s)" means the local collective bargaining agreements to which the Union(s) and signatory contractor(s) are bound, copies of which shall be on file with the District Office and are incorporated herein by reference as "Schedule A." The list of Schedule A Agreements is attached as Appendix D.

1.10 "Council" means the Santa Clara & San Benito Counties Building & Construction Trades Council.

1.11 "CCP" means Construction Careers Program, sometimes referred to as "Appendix C /Construction Career Program."

SECTION 2. SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractors of whatever tier performing construction contracts on the Project; the District; the Council; and Signatory Unions.

2.2 This Project Agreement applies to all work identified as "The Project" in Section 1.4 above performed by the Contractor(s) of whatever tier, that have been awarded specific contracts for covered construction work on or after the effective date of this Agreement. Covered construction work shall include modular furniture installation, low voltage wiring, site preparation and dedicated off site work.

2.3 It is understood by the parties that the District may, at any time, and at its sole discretion, combine, consolidate or modify and/or not build any one or more of the particular projects covered by this Agreement and, with mutual agreement of the negotiating parties to this Agreement, determine to build additional projects under this Agreement not currently proposed.

In addition, the District may, at any time, at its sole discretion, terminate, delay and/or suspend any or all portions of work covered by this Agreement.

2.4 This Agreement shall apply only to work performed with respect to the Project and shall have no application to any other construction work awarded by the District at any other location other than the site of the Project or at the site of the Project at any time prior to the effective date of this Agreement or after the completion of the Project. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project. Completion of the work under a construction project for the Project shall be deemed complete upon acceptance of the work by the District. Once the work is completed, the work is no longer covered by this Agreement except when the District's Authorized Representative directs the Contractor to engage in repairs, warranty work or modifications required by its construction contract with the District.

2.5 The District has the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement provided, however, only that such bidder must become a party to and comply with this Agreement.

2.6 Items specifically excluded from the scope of this Agreement include, but are not limited to, the following:

2.6.1 Work of non-craft and non-manual employees, including but not limited to, all executives, managers and supervisors above the level of general foreman; superintendents, engineering employees, inspectors (except as provided in paragraph 2.6.10 below), quality control personnel, safety personnel, and office and clerical employees.

2.6.2 Work that has been historically performed by other entities, such as a public utility, is not intended to be covered by this Agreement even if such work is funded all or in part by Measure C funds.

2.6.3 All work, independent of job-site construction work contracts, performed by the District related to the purchase or lease of specialized equipment and work performed by manufacturers' representatives, office equipment vendors, or District personnel.

2.6.4 All warranty functions, warranty work, corrective work, or repair and maintenance work on purchased equipment, performed by manufacturers' representatives or vendors after completion of construction and District acceptance.

2.6.5 Equipment and machinery owned or controlled by the District.

2.6.6 All off-site manufacture, warehousing and handling of materials, equipment or machinery except when covered by prefabrication provisions included in a Schedule A agreement on the effective date of this Agreement.

2.6.7 All employees of the design team or other consultants to the District not performing craft or manual labor within the scope of this Agreement.

2.6.8 Off-site maintenance of leased equipment and onsite supervision of such work.

2.6.9 Work performed by employees of a manufacturer or vendor or other company when required to maintain a manufacturer's or vendor's warranty or guarantee. Should such circumstances arise, the contractor shall advise the District and/or Project Manager and the affected Union(s), including the Council, at least five (5) working days prior to the utilization of such employees, with the reasons therefore, as well as provide a copy of any warranty or guarantee involved. Every effort will be made, consistent with the requirements of the warranty or guarantee to utilize employees working under this Agreement pursuant to the advice and oversight of supervisors and/or technicians from a manufacturer, vendor, or other company, rather than employees not covered by this Agreement.

2.6.10 Laboratory for specialty testing or inspections not ordinarily performed by the Unions; provided, however, that employees engaged in testing and inspection functions covered by a prevailing wage determination and normally performed on a construction site and employed by the construction contractor or a subcontractor of the construction contractor or under direct contract with the District, shall be subject to this Agreement.

2.6.11 All work by employees of the District.

2.6.12 Work covered by this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 8, 9 and 10 of this Agreement will apply to such work.

2.7 Notwithstanding any of the exclusions set forth above, it is the intent of the parties to this Agreement that, insofar as this Agreement obligates its signatories to those conditions set forth in Appendix C to this Agreement, those obligations are not limited to the duration of this Agreement or the Contractor's performance of work on the Project, but shall continue after such Contractor's work on the Project has been completed and shall apply to subsequent construction projects until the Contractor has fulfilled the good faith efforts in Appendix C or until twelve (12) months after the completion of all work under the Scope of this Agreement, whichever comes first.

SECTION 3. EFFECT OF AGREEMENT

3.1 Binding Effect. By executing this Agreement, the Unions and the District agree to be bound by each and every provision of this Agreement.

3.2 The provisions of this Agreement, including the Schedule A's, which are the local collective bargaining agreements of the Signatory Unions having jurisdiction over the work on

the Project (as may be changed from time to time consistent with Section 20 and are incorporated herein by reference), shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

3.3 It is understood that this Agreement, together with the referenced Schedule A's constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area, or national agreement as a condition of performing work within the scope of this Agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the Schedule A's shall be resolved according to the procedures set forth in Section 9 of this Agreement; provided, however, that should a dispute involve a single Schedule A and a Contractor signatory thereto, and not involve interpretation or application of this Agreement, such dispute shall be processed and resolved pursuant to the grievance provisions of that Schedule A. Nevertheless, should there be a dispute in the first instance as to whether the provisions of Section 9 of this Agreement or the grievance procedures of a Schedule A apply, the dispute shall be presented initially to an arbitrator selected under Section 9 for resolution as to the applicable procedure. Such referral of a dispute as to the applicable procedures shall be done by written submission or conference call among the parties and the arbitrator, and heard and decided within 30 days of the designation of the arbitrator. Should the arbitrator hold that Section 9 applies, the parties may, by mutual agreement, submit the issue to the same arbitrator pursuant to the provisions of Section 9, or, absent mutual agreement, commence processing the dispute at step 1 of that Section. Notwithstanding any of the foregoing, the provisions of this paragraph shall not be applicable to a union's grievance under its master collective bargaining agreement regarding a dispute not involving the interpretation or application of a provision of this Agreement if the aggrieved union and the employer are signatory to such master collective bargaining agreement independent of this Agreement.

3.4 By accepting the award of a construction contract for the Project, whether as a contractor or subcontractor, the Contractor agrees to be bound by each and every provision of this Agreement and shall evidence such agreement by executing the Agreement to be Bound form attached hereto as Appendix A prior to receiving a Notice to Proceed.

3.5 Subcontractors. At the time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of construction work within the scope of this Agreement, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified by the negotiating parties, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree to be bound by each and every provision of the Agreement prior to the commencement of work.

3.5.1 Each subcontractor shall evidence their agreement to be bound by execution of the Agreement to Be Bound form attached hereto as Appendix A. A copy of the Agreement To Be Bound executed by the contractors and subcontractors shall be available for review by the Union(s). If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a construction subcontract to perform work on the Project. A subcontractor who executes the Agreement to Be Bound shall be considered a signatory party to this Agreement.

3.6 Application to Signatory Contractors.
(a) With regard to any employer that is independently signed to any Schedule A Master Labor Agreement ("MLA"), this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection (b) of this section. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under an MLA, except as specifically set forth in subsection (b) of this section.

(b) If a craft union (hereafter "aggrieved union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (a) of this section, the aggrieved union may submit a claim under the jurisdictional resolution process contained in Section 10 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection (a) of this section, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the Master Labor Agreement conflicts with the jurisdictional award, the former shall be null and void *ab initio*

3.7 No Application to Non-Parties. The Agreement shall only be binding on the signatory parties hereto, including any subcontractor who is required to be bound as provided in Section 3.2 above, and shall not apply to the parents, affiliates, subsidiaries or other ventures of any such party.

3.8 Several Liability. It is understood that the liability of each Contractor and the liability of each Union under this Agreement shall be several and not joint.

SECTION 4. UNION RECOGNITION

4.1 Union as Sole Bargaining Representative. The contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

4.2 Union Membership. No employee covered by this Agreement can be required to join any Union as a condition of being first employed on Project. Each employee covered by this Agreement shall be subject to the union's valid union security provisions contained in the Schedule A of the craft in which he is employed; provided however, that "key workforce" employees as defined in Section 5.2 and employees employed pursuant to Section 5.4 may, at their option, refrain from joining a union as may otherwise be required by such union security provision; provided however, that such employees shall nevertheless be required, for the period during which they are performing work under the Agreement, to pay such monthly dues, service dues, "working dues" or administrative dues as are uniformly required of employees working under this Agreement and subject to the full union security provisions of the applicable Schedule A.

SECTION 5. REFERRAL

5.1 Union Referral System. The Unions shall be the primary source of all craft labor employed on the Project(s). Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Union(s) when such procedures are not in violation of applicable law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason provided that the Contractor complies with Section 16 (Non- Discrimination).

5.2 Key Work Force. Each Contractor may utilize his/her own key workforce subject to the conditions stated in this sub-section.

5.2.1 An employee shall be considered a member of a Contractor's "key workforce" employees if the employee's name appears on the Contractor's active payroll for ninety (90) of the one-hundred twenty (120) working days before the award to the Contractor of any construction contract for the Project. At the request of a signatory union, a contractor employing "key workforce" employees shall be required to demonstrate to the satisfaction of the Project Manager (or authorized representative of the District if there is no Project Manager) that such employees are properly classified as members of its key workforce. Copies of cancelled paychecks, certified payrolls, or official information submitted for withholding tax purposes, covering the relevant dates, shall be presumptive evidence of proper key workforce designation. Key employees shall be referred through the appropriate hiring hall on a call-by-name basis for the purpose of expediting the completion of all necessary dispatch and trust fund forms prior to starting work on the Project.

5.2.2 A Contractor may request by name, and the local will honor, referral of key non-apprentice persons who have applied to the local Union for Project work and who demonstrate to the local union dispatcher and provide satisfactory proof of all of the following qualifications:

A. possess any and all license(s) required by state or federal law for the Project work to be performed;

B. have worked a total of at least three thousand (3,000) hours in the appropriate construction craft;

C. were on the Contractor's active payroll for at least ninety (90) out of the one-hundred twenty (120) calendar days prior to the contract award; and

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

5.2.3 The Unions will refer to such Contractor one employee from the hiring hall Out of Work List for each affected craft, and will then refer one of the Contractor's "key" employees as defined above. The process then will be repeated, one and one, until a maximum of five (5) "key" employees have been hired, after which point hiring will be done in accordance to section 5.1 above. Employees shall be laid off in the same one-for-one manner in inverse order of their hiring.

5.3 Non-Discrimination. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, union membership, by-laws, rules, regulations, constitutional provisions, or in any other aspect or obligation of union membership, policies or requirements. There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, religious belief, color, national origin, culture, ancestry, sex, age, gender, sexual orientation, gender identity, pregnancy, marital status, disability, medical condition, political belief, organizational affiliation or association with any individual in any of these groups.

5.4 Use of Other Sources. If the Union's referral facilities are unable to fill a Contractor's requisition for employees within a forty-eight (48) hour period (excluding Saturday, Sunday and holidays) after such requisition is made in writing by the Contractor, the Contractor shall be free to obtain work persons from any source. The Contractor shall notify the Union of any person employed from outside the Union's referral system within one working day of employment, and such person shall complete all necessary forms within three (3) working days of this notice. The Union will cooperate in this requirement to avoid interfering with the person's scheduled work hours on the Project.

5.5 Referral of Area Residents. Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craft-persons to fulfill the requirements of the Contractor/Employer(s), including preferential dispatch if permissible under applicable laws and hiring hall policies/bylaws. Additionally the Parties to this Agreement, including the program/construction manager(s), support the development of increased numbers of skilled construction workers from the students of the Foothill-DeAnza Community College District to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the local Unions and the standards of the Apprenticeship programs, of qualified students who have successfully completed in partnership with the program/construction manager(s), as journeymen and apprentices on the Project including entrance into such apprenticeship programs as may be operated by the signatory Unions. Additionally, all Contractors and program/construction manager(s) under contract to the District for the Project will sponsor and participate in a

Construction Careers Program in conjunction with the parties to this Agreement as outlined in (Appendix C). Such participation in the Construction Careers Program will continue beyond the Contractor performance of work on the Project for so long as it takes to meet the requirements in Appendix C Section 2 (e) or until twelve (12) months after the completion of all work under the Scope of this Agreement, whichever comes first.

5.6 Each Contractor/Employer or subcontractor performing work on the Project shall, for each apprenticeable craft that it employs, employ on its regular workforce the ratio of apprentices as required by Labor Code Section 1777.5 who are enrolled and participating in a Bona Fide Apprentice Program.

5.7 Helmets to Hardhats Program. The Parties recognize the Councils' participation in the "Helmets-to-Hardhats" program and the District's desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.

5.8 Craft Foremen/General Foremen. The selection of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

SECTION 6. UNION REPRESENTATION AND STEWARDS

6.1 Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and comply with established visitor, security and safety rules of the Project.

6.2 Each Union which is a party to this Agreement, or its applicable Local Union, shall have the right to designate a working journeyman as a Steward. Such designated Steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each Steward shall be concerned with the employees of his or her employer and not with the employees of any other employer.

6.3 Where District personnel may be working on a Project in close proximity to the construction activities, the Unions agree that Union representatives, stewards and individual workmen will not interfere in any manner with District personnel or with the work which is being performed by District personnel.

SECTION 7. MANAGEMENT RIGHTS

7.1 Exclusive Authority. The Contractor retains full and exclusive authority for the management of its operations. Except as otherwise expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the work force at their prerogative, including but not limited to hiring, promotion, transfer, layoff, discharge or discipline of employees, the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement for overtime work, determination of when it will be worked and the number and identity of employees to perform the work; provided, however, that the number and classifications of the employee(s) assigned to a particular task shall be undertaken consistent with the assignment/manning provisions of the applicable Schedule A established for the safety of individuals and the maintenance and protection of the equipment they utilize.

7.2 No Practices That Limit Productivity. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractor shall utilize the most efficient method or techniques of construction, provided however, that no employee will be required to work in unsafe conditions, hazardous to life or person.

7.3 No Limits on Choice of Materials/Equipment. There shall be no limitation or restriction by a Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the use of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices, nor shall there be any limitation or restriction upon the implementation and use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work that may be initiated by the Contractor; provided, however, that nothing in this subsection shall alter the obligations to apply the pre-fabrication terms and conditions included in any Schedule A on the effective date of this Agreement. The onsite installation or application of all items shall be performed by the craft having jurisdiction over such work.

SECTION 8. WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

8.1 No Strikes, No Lockouts. The Unions, the District and Contractors agree that for the duration of this Agreement:

8.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or slowdowns or other disruptive activity of any kind, for any reason, including disputes relating to the negotiation or renegotiation of any local collective bargaining agreements by the Unions or employees employed on the Project, at the job site of the Project. Neither Unions nor employees will engage in any disruptive activity at any other facility of the District because of a dispute on the Project. The Union(s) shall take all reasonable steps necessary to obtain its/their members' compliance with this Section.

8.1.2 Failure of any employee on work covered by this Agreement to cross any picket line established by any Union, signatory or non-signatory to the Agreement or to any other organization, or failure in connection with any such picket line to undertake covered work as directed by his employer, shall entitle the Contractor employer to terminate such employee immediately for just cause. Disputes arising between the Unions and Contractors on other District projects or non-District projects, and/or on work excluded from coverage by Section 2, are not governed by the terms of this Agreement; and it is specifically recognized that the signatory unions reserve their right to take all lawful economic action, including picketing, against any contractor on such excluded work; provided however, that such action does not result in the cessation and/or disruption of work by any employee covered by this Agreement for whom work is available under this Agreement or the disruption of covered work as a result of an interference with deliveries, pickups or other transportation of goods and services to or from the Project. It is understood and agreed that this proviso does not include indirect effects on covered work resulting from the normal and expected economic consequences of such lawful action directed against non-covered work.

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

8.1.4 The Contractor may discharge any employee violating Section 8.1.1 above, and any such employee will not be eligible for rehire under this Agreement for a period of 90 days.

8.2 Arbitration Procedure. Any party to this Agreement, including the District, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a violation of this Section is alleged to have occurred:

8.2.1 A party invoking this procedure shall notify **Thomas Angelo** and if he is unavailable, **William Riker** whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, she/he shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the Trades Council if a Union is alleged to be in violation.

8.2.2 Upon receipt of said notice, the arbitrator named above or her/his alternate shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

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

8.2.4 The sole issue at the hearing shall be whether or not a violation of this Section 8 has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The arbitrator may order cessation of the violation of this Section and other appropriate relief and such order shall be served on all parties by hand or registered mail upon issuance.

8.2.5 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's decision all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's decision shall be served on all parties by hand or delivered by certified mail.

8.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

8.2.7 The fees and expenses of the arbitrator shall be divided equally between the moving party or parties and the party or parties respondent.

8.3 Liquidated Damages.

8.3.1 If the Arbitrator determines that a violation of Section 8.1 has occurred, the breaching party shall, within eight hours of receipt of the decision take all steps necessary to immediately cease such activities and return to work. If the breaching party involved does not cease such activities by the beginning of the next regularly scheduled shift following the expiration of the eight hour period after receipt of the Arbitrator's decision, then the breaching party shall pay the sum of ten thousand dollars ($10,000) as liquidated damages to the District, and shall pay an additional twenty thousand dollars ($20,000) per shift for each shift thereafter on which the breach has not been remedied.

8.3.2 It is understood that it is the obligation of the breaching party to take all reasonable and available steps to cease the activities causing the breach, (which steps, in the case

of a Union, may include, but are not limited to, notifying the employees it represents of the arbitrator's decision, making new referrals from the hall, fining members, and/or such other steps as are reasonable under the circumstances to achieve a cessation of the breach). A party meeting this obligation (which continues as long as the breach is continuing) shall not be liable for liquidated damages. The arbitrator shall retain jurisdiction for the sole purpose of determining compliance with this obligation and determining the amount of liquidated damages, if any; but such retention shall not prevent the moving party from seeking judicial enforcement of the initial award.

8.4 The District or its Project Manager, if any, and the Building and Construction Trades Council shall be a party in interest in all proceedings arising under this Section 8 and Sections 9 and 10 hereof and shall be sent contemporaneous copies of all notifications required under these Sections, and, at its option, may participate as a full party in any proceeding initiated under these Sections.

8.5 The procedures contained in Section 9 shall not apply to any alleged violation of this Section 8, except that any employee discharged for violation of Section 8.1.1, above, may use the procedures contained in Section 9 to determine if he or she did, in fact, engage in that violation.

SECTION 9. DISPUTE AND GRIEVANCE ARBITRATION PROCEDURE

9.1 All parties to this Agreement recognize the importance of maintaining continuous and uninterrupted performance of work on the Project and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Section 9.

9.2 The parties agree that any question arising out of and during the term of this Agreement involving its interpretation or application including any applicable provision of the Schedule A's incorporated herein by reference, (other than jurisdictional disputes or alleged violation of Section 8 or disputes requiring only the interpretation or application of an individual Schedule A as set forth in Section 3.A.) shall be settled according to the following steps:

9.2.1 STEP 1. (a) When any employee subject to the provisions of this Agreement feels he/she is aggrieved by a violation of this Agreement, he/she shall, through the local Union business representative or job steward, within five (5) working days after becoming aware of the dispute but in no event more than fifteen working (15) days after the Union reasonably should have become aware of the event giving rise to the dispute the occurrence of the violation, give notices to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure, provided the grievance is reduced to a writing setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the

Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential, except as to the parties directly involved, unless endorsed in writing by the Project Manager within five (5) working days after resolution has been reached.

(b) Should a Union or Contractor have a dispute with another party, the disputing party shall within five (5) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, request a meeting with the other party to attempt to settle the dispute. The parties shall meet within three (3) working days after the request to meet is made by the disputing party to attempt to settle the dispute. If after meeting, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined above for the adjustment of an employee complaint.

9.2.2 STEP 2. Within five (5) working days after the receipt of the written notice of the dispute or grievance, the Business Representative of the involved Local Union or Trades Council, or his/her designee, and the representative of the involved Contractor shall confer and attempt to resolve the dispute or grievance. In the event that the representatives are unable to resolve the dispute or grievance within five (5) working days after its referral to this Step 2, either involved party may submit it in writing within five (5) business days to Step 3.

9.2.3 STEP 3. Within five (5) business days after referral of a dispute to Step 3, the representatives shall submit the matter to an arbitrator for final and binding arbitration. The parties agree that the following named arbitrators shall serve on a rotational basis in the order listed below:

1. Thomas Angelo
2. Gerald McKay
3. William Riker
4. Robert Hirsch
5. Barry Winograd

9.2.4 In the event that any of the above-listed arbitrators are unable or unavailable to serve in turn, the parties agree that the next available arbitrator shall serve and the rotation shall not be disturbed. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have the authority to make decisions only on the issues presented and shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expenses of the Arbitrator shall be borne equally by both parties.

9.2.5 The Arbitrator shall arrange for a hearing no later than twenty-eight (28) calendar days from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

9.3 The time limits specified in any step of the procedure set forth above may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the

appropriate step of the procedure. However, failure to process a dispute or grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute or grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

9.4 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of the procedure, the parties agree that such settlements shall not be precedent-setting; and further, recognizing the unique provisions of this Agreement, any decision issued by a arbitrator pursuant to Step 3 shall be application to work covered by this Agreement only, and may not be used for any purpose regarding works not so covered.

9.5 No adjustment or decision may provide for retroactive application exceeding sixty (60) days prior to the date of the filing of a written grievance.

9.6 The District and the Building and Construction Trades Council shall be notified by the involved Contractor of all actions at Steps 2 and 3. Each shall be considered an interested party in any such dispute or grievance and accordingly, may, but shall not be obligated to intervene in the proceedings to resolve the dispute or grievance.

SECTION 10. JURISDICTIONAL DISPUTES

10.1 ASSIGNMENT OF WORK

The contractor shall assign work on the basis of traditional craft jurisdictional lines. It is agreed that the craft assignment of work to a respective craft shall be the determining factor for proper wage payment as required under Section 11 of this Agreement.

10.2 NO DISRUPTION OF WORK

There shall be no strikes, picketing, sympathy strikes, leafleting or work disruption or stoppages of any kind because of jurisdictional disputes.

10.3 SETTLEMENT OF JURISDICTIONAL DISPUTES

10.3.1 When conflicting claims for work on the Project are submitted to a Contractor, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building & Construction Trades Department, or by the Mechanical Allied Crafts (MAC) Jurisdictional Dispute Resolution Procedure, or by the Northern California Construction Alliance (NCCA) Jurisdictional Dispute Resolution Procedure. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building & Construction Trade Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more unions affiliated with the NCCA, such dispute shall be resolved under the NCCA procedure.

10.3.2 Notwithstanding any procedure agreed to by the General Presidents of the affected unions, in the event a jurisdictional dispute arises between two or more Unions that are not affiliated with the same International group and are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as follows:

10.3.3 In the event a jurisdictional dispute arises while the parties are attempting to negotiate an alternative resolution mechanism either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:

10.3.3.1 The Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Thomas Angelo, Robert Hirsch and Barry Winograd. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Such striking shall take place within three (3) days. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. If a party does not make itself available for striking within three (3) days, the other party can select the Arbitrator. The Arbitrator shall render his decision within three (3) days of the hearing.

10.4 In rendering his decision, the Arbitrator shall determine:

10.4.1 First, whether a previous agreement of record that was unabrogated as of January 1, 2007, or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute, that was in effect at the time the dispute arose, governs;

10.4.2 If the Arbitrator cannot resolve the matter based on 10.4.1, then if the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute, prior to the hearing, that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, the Arbitrator may rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job as a prevailing practice, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

10.4.3 If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and;

10.4.4 Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

10.4.5 The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

10.4.6 Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

10.4.7 The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

10.5 Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

10.6 ENFORCEMENT

10.6.1 If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

10.6.2 The Arbitrator shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.

SECTION 11. WAGES AND BENEFITS

11.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in the applicable Schedule A for such craft work and in compliance with the applicable prevailing rate determination.

11.2 Benefits. Contractor agrees to pay contributions into established appropriate Schedule A employee benefit funds in the amounts designated in the appropriate Schedule A; provided, however, that each Contractor and Union agree that only such bona fide employee benefits as included in the prevailing wage determination shall be included in this requirement and required to be paid by the Contractor under this Agreement; provided further, however, that this provision does not relieve Contractors signatory to a local collective bargaining agreement with a signatory Union which would be applicable to this Project from making any other fund contributions (including, but not limited to, those for contract administration), required by such local agreement. Contractor shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article. By signing this Agreement, the Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements, specifying the detailed basis on which the payments are to be made into, and the benefits paid out of, such Trust Funds. If a contractor fails to pay wages or benefits, the District agrees to honor a properly submitted, legally enforceable Stop Notice. Nothing in this Agreement, however, shall be construed to limit or prevent the Unions or Trust Funds from asserting or enforcing legal rights to collect delinquent wages or benefit contributions.

11.3 Withholding of Work. Nothing in this Agreement shall be construed as prohibiting employees from refusing to work if such refusal is based on that employee's employer's failure to timely pay wages or fringe benefit contributions, if such refusal to work is allowed by the applicable master labor agreement in Schedule A. Prior to withholding of employees for failure to timely pay wages and/or benefits, the Union shall give the District and the affected Contractor seventy-two (72) hours advance written notice.

SECTION 12. HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

12.1 Workday and Workweek. Forty (40) hours per week shall constitute a week's work, Monday through Friday inclusive. The Contractor shall designate the starting and quitting times for all employees in accordance with the applicable Schedule A's. Any starting time put in effect on Monday shall remain in effect for the workweek unless a change is mutually agreed upon. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours.

12.1.1 It is recognized and acknowledged that the District may prohibit some or all work on certain days or certain times during the day because of traffic, noise, environmental conditions or other conditions which require mitigation procedures. The District will provide reasonable notice to the parties of any changes required under this provision.

12.2 Starting Times. Starting times shall be established by the Contractor in accordance with the applicable Schedule A. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

12.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable Schedule A's. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employee who will work the overtime. There shall be no pyramiding of overtime pay under any circumstance.

12.4 Holidays. Holidays shall be recognized and paid (where required) as provided for in the applicable Schedule A's.

12.5 Voluntary Separations/Terminations for Cause. When an employee leaves the job or work location of his/her own volition or is discharged for cause, the employee shall be paid only for the actual time worked.

SECTION 13. APPRENTICES

13.1 The parties recognize the need to maintain continuing support of programs designed to develop sufficient numbers of skilled workers in the construction industry. The Contractors will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

13.2 Apprentices from a Bona Fide Apprenticeship Program may comprise up to the percentage of each craft's workforce at any time as provided in the applicable Schedule A. The Unions agree to cooperate with the contractor in furnishing apprentices as requested up to the maximum percentage, and there shall be no restrictions in the utilization of apprentices in performing the work of their craft, providing they are properly supervised and employed in accordance with the standards of the apprenticeship committee as approved by the California Division of Apprenticeship Standards. The apprentice ratio for each craft shall be in compliance with the applicable Schedule A and approved apprenticeship standards for that craft.

SECTION 14. SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY

14.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Project Manager or the Contractor.

14.2 Certain rules of conduct and security have or may be established by the District and/or governmental agencies (City, County, State and Federal government) which have jurisdiction and which may be applicable to all employees under the Agreement and which may change from time to time. Employees will be notified of such rules and must observe such rules at all times. Failure to do so may result in discipline up to and including discharge.

14.3 Employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Manager or the District. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to comply with such safety, security and/or visitor rules shall be cause for discipline, in including discharge.

14.4 The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of his/her choice. All employees shall comply with the security procedures established by the District and as otherwise required by the contract documents, Project Manager, and/or contractor.

14.5 The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

14.6 The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable craft Schedule A Master Collective Bargaining Agreement(s). The Contractor(s) and Union(s) understand that the District facilities are smoke free sites.

SECTION 15. WORKING CONDITIONS

15.1 Rest periods, coffee breaks, or other paid for non-working time during working hours shall be permitted in accordance with applicable statute, regulation or Wage Order.

SECTION 16. NO DISCRIMINATION

16.1 Contractors and Union(s) agree not to engage in any form of discrimination on the ground or because of race, color, religion, national origin, culture, ancestry, age, sex, gender, sexual orientation, gender identity, pregnancy, marital status, disability, medical condition, political belief, organizational affiliation, including membership or non-membership in the Union, or any other basis recognized by law, against any employee, or applicant for employment, on the Project.

SECTION 17. COMPLIANCE

17.1 The Contractors and Union(s) together with the District shall monitor compliance with the provisions of the Agreement regarding the payment of wages and benefit contributions contained in Section 11.

SECTION 18. LABOR MANAGEMENT COMMITTEE

18.1 This Agreement is intended to provide close cooperation between management and labor. To that end, the District and Trades Council shall each designate two (2) representatives to serve on a Project Labor Management Committee. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this agreement. The Project Labor Management Committee shall meet as required but no less than once every three months to review implementation of the agreement progress on the Project, and to discuss matters of general concern. The Project Labor Management Committee shall resolve issues by a majority vote, with such resolutions to be binding on all signatories to the agreement. If resolution of the problem brought before the Project Labor Management Committee requires a change, amendment, addition to or deletion from any provision of this Agreement, the Project Labor Management Committee shall have the power to recommend this resolution by majority vote, with such resolution to become effective upon approval of the District and the unions signatory to this agreement. It is intended that the Committee serve as a forum to foster communication between management and labor, and assist the Unions and the Contractors to complete the Project in an economic and efficient manner without interruption, delays or work stoppages. The Committee shall have no authority to review grievances or disputes involving this Agreement. Such grievances and disputes are subject to the procedures set forth in Section 9.

18.2 The Committee shall from time to time, but in no event less frequently than semi-annually, report to the District on the status of the Project and the performance of this Agreement.

SECTION 19. SAVINGS CLAUSE

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

19.2 Further, if a court of competent jurisdiction determines that all or part of this Agreement is invalid and/or enjoins the District from complying with all or part of the Agreement's provisions, the Agreement shall not be required as part of the bid specification or award of contract for such work, such work shall be "not covered" for purposes of this Agreement and no provisions, or requirements or limitations of this Agreement shall be applicable to such work; but such shall not affect the intent of this Agreement or its application to any other work to which the Agreement has been or subsequently will be applied.

SECTION 20. MODIFIED SCHEDULE A's

20.1 Schedule A's Shall Continue Until a New or Modified Agreement is in Place. The Schedule As incorporated as part of this Agreement shall continue in full force and effect for work covered under this Agreement until such times as the Union and/or Contractor parties to the collective bargaining agreements which are the basis for the Schedule A's notify the District or the Project Manager that a new or modified agreement has been reached. The notice to the District or the Project Manager shall describe the new or revised terms and the effective date(s) of such terms. Such new or revised terms shall be incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement. The effective date(s) of such new or revised terms shall become the effective date(s) under this Agreement.

20.2 Retroactive Terms. The Contractor agrees to recognize and implement such new or modified terms on their effective date(s). However, the Contractor shall have seven (7) days to implement any new or modified terms that are retroactive in effect and which are applicable to employees employed on the Project.

20.2.1 Certain Provisions Shall Not Apply. Provisions negotiated into the new or modified collective bargaining agreement which are less favorable to the Contractor than those uniformly required of employers for construction work normally covered by those agreements or which may be construed to apply exclusively or predominately to work covered by this Agreement shall not apply to work covered by this Agreement. Any disagreement between the parties regarding the application of the provisions of any new or modified collective bargaining agreement to work covered by this Agreement shall be resolved under the dispute and grievance arbitration procedures set forth in Section 9 hereof.

20.2.2 No Strikes, Work Stoppages or Lockouts. The Unions agree that there will be no strikes, sympathy strikes, work stoppages, picketing, hand-billing or activities otherwise advising the public that a labor dispute exists, slowdowns or other disruptive activity of any kind, affecting the Project by any Union involved in the negotiation of such collective bargaining agreements. The Contractors agree that there will be no lockouts on any Project affecting the Union(s) during the course of such negotiations.

SECTION 21 TERM OF AGREEMENT

21.1 This Agreement shall become effective on the day the District Board ratifies this Agreement and shall continue in full force and effect for so long as Projects are undertaken as defined in this Agreement.

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Dated: 4/08/2008

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By: _____
W. Andrew Dunn
Vice Chancellor of Business Services

Dated: 3/17/08

SANTA CLARA AND SAN BENITO COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

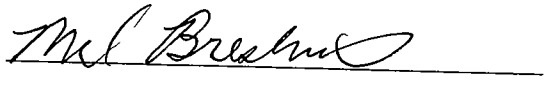
By: _____
Neil M. Struthers
Chief Executive Officer

Approved as to Form and Legality:

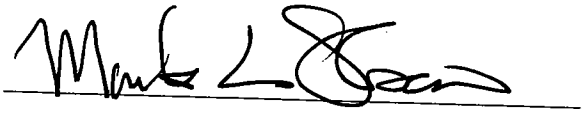
By: _____
Nancy J. Clark
Deputy County Counsel
Attorney for the District

UNION SIGNATORIES

ASBESTOS WORKERS LOCAL 16

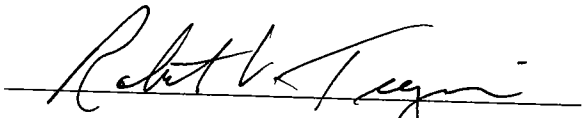


BOILERMAKERS LOCAL UNION 549

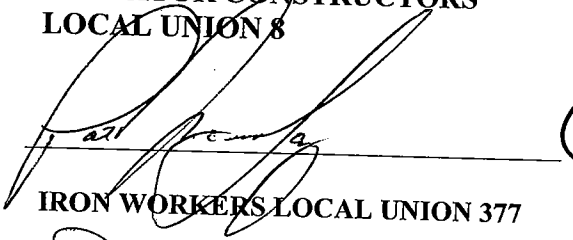


BAC LOCAL UNION 3

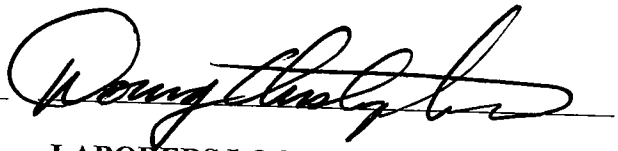
IBEW LOCAL 332



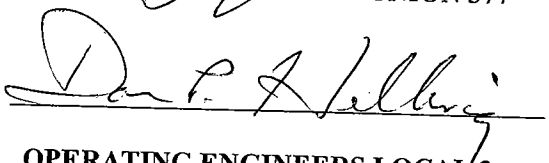
ELEVATOR CONSTRUCTORS LOCAL UNION 8



I.U.P.A.T. DISTRICT COUNCIL 16



IRON WORKERS LOCAL UNION 377



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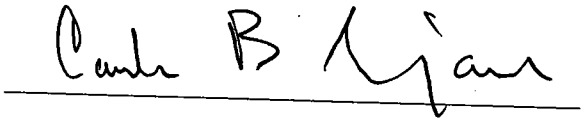

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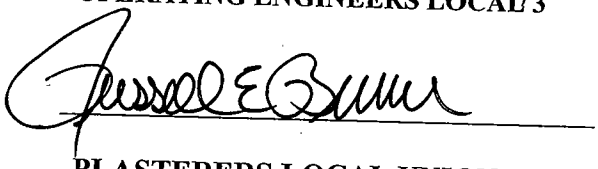
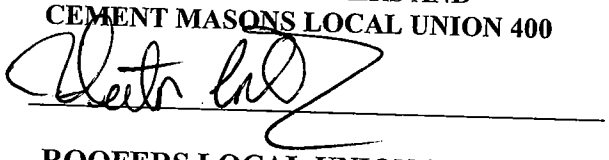
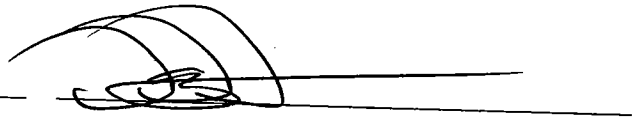


OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL UNION 400

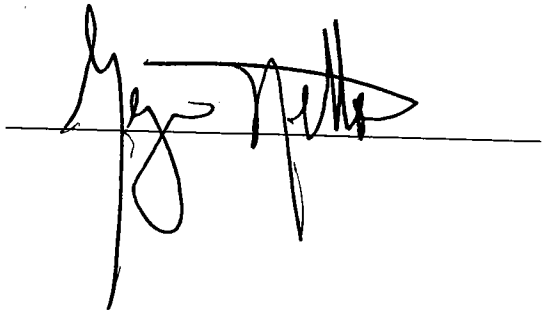


PLASTERERS LOCAL UNION 300

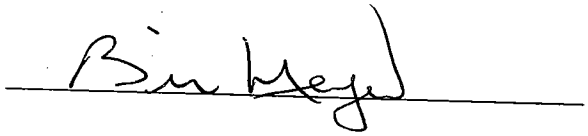
ROOFERS LOCAL UNION 95



TEAMSTERS LOCAL UNION 287



UNITED ASSOCIATION, PLUMBERS & FITTERS LOCAL UNION 393



UNITED ASSOCIATION,
SPRINKLER FITTERS LOCAL
UNION 483

SHEET METAL WORKERS
INTERNATIONAL UNION LOCAL 104

SIGN & DISPLAY & ALLIED
CRAFTS LOCAL UNION 510

NORTHERN CALIFORNIA
CARPENTERS REGIONAL COUNCIL

APPENDIX A

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor ("Employer") on the Foothill-De Anza Measure C Bond Project, for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the mutual promises made in the Foothill-De Anza Community College District Project Stabilization / Construction Careers Agreement ("Agreement"), a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made to said Agreement.

2. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement;

3. Agrees to secure from any Contractor (as defined in said Agreement) which is or becomes a subcontractor (of any tier) to it, and from any successors, a duly executed Agreement to be bound in form identical to this document.

4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees, including Health and Welfare, Pension, Training, Vacation, and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Agreement.

Date _____ Company Name_____

Name of Prime Contractor or
Higher Level Subcontractor _____

Signature_____ Print Name_____

Title _____ Contractor's License #_____

Project Name _____ Bid # _____

APPENDIX B

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION/CONSTRUCTION CAREERS AGREEMENT
PROJECT LIST

Category/Project Description	Revised Totals June 4, 2007
Projects related to Technology Master Plan*	
Furniture and Equipment (excluding Tech related Equipment)	
De Anza	22,135,612
Foothill	15,963,009
Total Instructional Equipment (Excluding Technology related equipment)	**38,098,621**
Technology related equipment	
De Anza	
Desktops	14,971,179
Printers	1,881,026
Refresh Multi media rooms	1,999,215
New multi media, then refresh	2,116,816
AV/Low Tech	322,661
Foothill	
Desktops	11,066,606
Printers	535,620
Refresh Multi media rooms	1,152,489
New multi media, then refresh	3,034,102
AV/Low Tech	147,742
District	
Desktops	1,094,500
Printers	52,973
District ETS	
Phone equipment	2,352,017
Network and Security	3,081,143
Consultants spec network routers	262,642
Labor to refresh computers	1,764,013
Labor to install network equipt/routers etc	705,605
Replace ERP	8,964,758
Server refresh	2,022,970
Server growth	156,801

Total Technology Related Equipment	**57,684,878**
Total Technology, Instructional Equipment	**95,783,499**

***ONLY** work/labor listed **above** that involves modular furniture installation and/or high or low voltage wiring is covered by the PSA/CCA*

Projects related to Facilities Master Plan

Large Capital Projects	
Foothill	
North slope - Science Bldg 56,985 GSF	51,811,781
Group II Equip	1,819,229
Parking and Circulation	8,357,364
Loop Road Re-Alignment & Pedestrian Safety Improv.	6,650,000
Total Large Caps Foothill	**68,638,374**
De Anza	
Mediated Learning Ctr 54,583 GSF	36,801,458
Group II Equip	2,066,272
Parking and Circulation	1,404,027
Total Large Caps De Anza	**40,271,757**
District	
District office/data ctr/renovation	8,972,337
Group II Equip	2,115,794
Total Large Caps District	**11,088,131**
Total large capital projects	**119,998,262**

Projects related to Maintenance & Renovation

Renovation Projects - "E" Completion - 5 year time line

Foothill

Forum	2,170,802
Biology	3,054,731
Convert -to Adaptive Learning Center	2,918,277
General Classrooms	847,159
Convert to Learning Support Center	4,371,097
Radio Station	1,316,568
LA Division Office/Classrooms	775,611
Language Lab	1,064,238
General Classrooms	926,541
Physical Education Lab Space	1,185,179
LA General Classrooms	926,541
Administration Building	2,904,872
Tennis Court improvements	274,247
Smithwick Theater	4,912,217
Library & ISC	5,037,562
TV Center	1,781,839
~~Reconstruct~~ Soccer, Softball and Baseball Complex	4,799,799
Wireless Infrastructure	822,741
Dental Hygiene/Radiology Renovation	315,422
Total Foothill Renovation Projects	**40,405,443**

De Anza

Renovation of Television Studio	2,790,635
Renovation of Data Center	1,395,557
Conversion of Old Bookstore	2,971,594

Renovate Seminar Building	1,860,742
Stadium and Track	5,338,429
East Cottage	1,645,673
Renovation & Addition to Corporation Yard	2,007,249
Learning Center	3,839,743
Renovation of ATC	8,482,404
Renovate Baseball & Softball Fields	2,262,824
Renovations and Expansion of Auto Technology	2,574,166
Reconfiguration of Campus Center Basement	2,468,509
Reconfiguration of Multicultural Center	2,722,043
Renovate/Install Roof on G-Wing	938,265
Asphalt Walks	627,424
Master Landscaping (Phase I)	994,905
Campuswide Electronic Locks	712,500
Total De Anza Renovation Projects	**43,632,662**
Total Renovation Projects	**84,038,105**

Maintenance Projects - "E" Completion - 5 year time line

Foothill

Campus wide Building System & Infrastructure Repairs/Upgrades	4,633,054
Loop Road Lighting & Safety	289,622
ADA Transition Plan	1,158,324
Lot 4	1,853,221
Lot ~~5 &~~ 6	1,969,037
Complete Lot 1H	550,127
Mainline Irrigation - Phase II	868,703
Utility Lids - Phase II	752,886
Exterior Lighting	1,737,406
Loop Road Resurfacing	926,530
Campus Fountains	289,622
Exterior Signage	347,530
Utility and Technology Infrastructure	1,158,324
Replace Storm Drains	868,703
Widen Access Road to PE	289,622
Replace Walkways	1,737,406
Landscaping	1,158,325
Fire Alarm System Replacements Phase II	579,162

Total Foothill Maintenance Projects	**21,167,604**
De Anza	
PE Quad Breezeway	434,392
Signage and Wayfinding	694,897
Irrigation - Branches	1,100,416
Landscaping Phase II	1,389,956
Campus Exterior Lighting Phase II	1,969,038
Resurface Parking Lots E & I	1,389,956
Campus wide replacement/repair of interior and exterior finishes	6,254,643
CDC Playground Maintenance & Upgrade	370,661
Environmental Studies Area	405,356
Sunken Garden	694,897
Slip Line Storm Drain Main Lines	289,622
Repair Stone Pavers in Court Yards	683,332
Repair Tile Roofs	4,633,054
Slurry Seal Lots A, B, and Flint Center Parking Garage	463,265
Refinish exterior of Flint Center Parking Garage	926,530
Phase II – S-2 and S-6 Central Plant	2,895,648
L5 Central Plant	2,258,659
Perimeter Road	868,703
ADA Transition Plan	1,158,325
Elevator Upgrades - Campus Wide	810,795
Fire Alarm System Replacements Phase II	579,162
Window Replacement Campus-wide	1,881,344
Total De Anza Maintenance Projects	**32,152,651**
District	
Grounds and Landscaping	286,386
Repairs & Resurfacing of Roads & Parking	572,692
Total District Maintenance Projects	**859,078**
Total Maintenance Projects	**54,179,333**
Small Capital Projects - 5 year time line	
Foothill	
Reconstruction of stadium bleachers & press box.	1,778,215
FAPPS	3,378,567
Install Photovoltaic Arrays - Campus Wide	3,704,493
Pedestrian Bridge Lot 1	1,332,885
Total Foothill Small Cap Projects	**10,194,160**

De Anza	
Wireless Infrastructure- Phase II & III	889,004
Construct Parking Lot K	815,023
Install Photovoltaic Arrays - Campus Wide	3,704,493
Construct New Amphitheater/Euphrat Garden	1,111,358
Construct New Covered Gathering Area	518,585
Financial Aid Outreach Office	750,522
Construct New Transit Center	2,519,051
Planetarium Expansion	2,398,924
Total De Anza Small Cap Projects	**12,706,960**
Total Small Capital Projects	**22,901,120**
Total Maintenance & Renovation	**161,118,558**
Other projects	
Total	**376,900,319**

APPENDIX C

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT
CONSTRUCTION CAREERS PROGRAM

The Foothill De Anza Community College's Construction Career Program ("Program") will consist of at least one elective class focused on the careers available in the Construction Industry that will be taught at one or both of the Districts' campuses or at another college/educational campus mutually agreeable to both parties (the Building Trades Council and the District. The overall objectives of this Program are to (a) prepare students for immediate employment in the field of construction, (b) provide knowledge for advancement within a construction trade, (c) provide knowledge for employment or self-employment as a contractor, and/or (d) offer opportunities and knowledge necessary to transfer to a baccalaureate institution. The purpose of this Program is to add an additional student learning outcome: exposure and awareness of apprenticeship and other construction career opportunities and attainment of both math and workplace knowledge to be competitive apprenticeship applicants.

Santa Clara County Construction Careers Association. In order to facilitate the goals of this partnership, the District agrees to become a member of the Santa Clara County Construction Careers Association (S4CA). There shall be no fees associated with membership to S4CA. S4CA will provide technical assistance and job placement and tracking services on behalf of the District for students who enter and graduate the Construction Career Program/class. The purpose of the SC4A will be to assist and aid in the Program/Class developed and delivered by the District. Additionally S4CA and the Council will actively work to identify sources for educational and financial support including State and Federal funding for the program.

Employment of Students. The Building Trades Council and the District working through S4CA shall make arrangements for contractors working under this Construction Careers Agreement to employ up to a maximum of thirty (30) graduates/students selected by the District annually. The students shall be paid no less than fifteen dollars ($15.00) per hour for work in job classifications unless employed as an apprentice, and then the appropriate hourly rate determined by the appropriate apprentice program will apply.

Priority on Apprenticeship List. The training and employment program of the students shall be developed by the District and the S4CA such that graduating students shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the Building Trades Apprenticeship Programs for those which maintain a list and direct entry for those programs where direct entry is possible. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the Division of Apprenticeship Standards of the State of California Department of Industrial Relations and the standards set forth in the collective bargaining agreements for each building trade.

Binding Effect. This Agreement is binding on all contractors performing work on the project of any tier and the District, as per Appendix B to this Agreement, and their successors and assigns. However, nothing in this Appendix C shall supersede the provisions of the Agreement, a schedule "A" labor agreement or the approved standards for any Building Trades apprenticeship program. Further, the obligations contained herein to provide employment opportunities to program graduates shall extend to construction projects other than the duration of this project or the contractor/employer's performance of work on this Project.

AGREEMENT OF CONTRACTORS

I, _____, by affixing my signature hereto, understand that with the support of the Building and Construction Trades Council, the Contractor(s) has agreed to work with the District and the S4CA to provide construction employment opportunities on this project for qualifying program participants in the District's Construction Career Program. S4CA will assist in, screening, referring and placing qualified individuals selected by the District for employment opportunities through the building and construction trades unions.

S4CA will also provide retention services to individuals referred to this Project for employment. The District will serve as the lead agency for the association, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a contractor on this Project, my participation in the District's Program is mandatory and is a material term of my contract with the General Contractor. Specifically, I agree to comply with the following requirements:

1) To contact and provide the following information to the District of all apprentice level job openings on this project in a timely manner when requested:
   a) description of the job, including the trade;
   b) specific qualifications, skills, and any other job requirements;
   c) person's name and telephone number at my business who will be responsible for answering questions regarding the job opening; and description of how applicants should apply for the job.

2) To work cooperatively with the District and make good faith efforts on all projects undertaken by the contractor or employer for so long as this agreement is effective to employ qualified individuals referred by the District. "Good faith efforts" shall mean:
   a) To offer the District the first opportunity to provide qualified

Individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

b) To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications;

c) To request construction trades unions to dispatch qualified individuals referred by S4CA by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

d) To make best efforts to hire candidates referred by the S4CA when they are equally or better qualified than all other job applicants for the particular job opening. Offer the District the first opportunity to provide qualified individuals for employment.

e) Good faith efforts will have been met if contractor employs one or more qualifying program graduates on this project or other projects not proprietary to the District as an apprentice or another position (at not less than fifteen dollars ($15) per hour) within the company with the intent to become an apprentice.

f) Upon notice of failure to employ one or more qualifying program graduates, contractor will be required within thirty (30) days to employ local student(s) from the program that have participated in the Construction Career Program in work positions when such student(s) are available for hire from the Program.

3) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the S4CA upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in this project's Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this Project.

Name of Prime Contractor or
Higher Level Subcontractor _____

Signature_____ Print Name_____

Title _____ Contractor's License #_____

Project Name _____ Bid # _____

APPENDIX D

CRAFT LOCAL MASTER COLLECTIVE BARGAINING AGREEMENTS
(Schedule A Agreements)

MEMORANDUM OF UNDERSTANDING

The parties to the FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT PROJECT STABILIZATION / CONSTRUCTION CAREERS AGREEMENT ("Agreement") agree to meet and confer when fifty percent (50%) of the Projects under the Scope of the Agreement have been let for bid or December 31, 2011, whichever occurs first, for the purpose of evaluating the performance of the Agreement in meeting the District's objectives. The criteria for evaluating the performance of the Agreement shall be: (1) The extent to which the Agreement supports the goals and objectives of the District as defined in the Measure C Bond Measure to upgrade and expand facilities to support student learning; (2) Labor harmony during construction of the Projects; (3) Student and local resident participation in the Construction Careers Program; and (4) Compliance with the Prevailing Wage laws.

Following the above described evaluation of the performance of the Agreement, the parties may agree to modify the Agreement. Any modification must be in writing and mutually agreed upon by the parties.

Dated: 4/08/2008

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By: _____
W. Andrew Dunn
Vice Chancellor of Business Services

Dated: 3/17/08

SANTA CLARA AND SAN BENITO COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____
Neil M. Struthers
Chief Executive Officer

Approved as to Form and Legality:

By: _____
Nancy J. Clark
Deputy County Counsel
Attorney for the District

UNION SIGNATORIES

ASBESTOS WORKERS LOCAL 16

BOILERMAKERS LOCAL UNION 549

BAC LOCAL UNION 3

IBEW LOCAL 332

ELEVATOR CONSTRUCTORS LOCAL UNION 8

I.U.P.A.T. DISTRICT COUNCIL 16

IRON WORKERS LOCAL UNION 377

LABORERS LOCAL UNION 270

OPERATING ENGINEERS LOCAL 3

OPERATIVE PLASTERERS AND CEMENT MASONS LOCAL UNION 400

PLASTERERS LOCAL UNION 300

ROOFERS LOCAL UNION 95

TEAMSTERS LOCAL UNION 287

UNITED ASSOCIATION, PLUMBERS & FITTERS LOCAL UNION 393

UNITED ASSOCIATION, SPRINKLER FITTERS LOCAL UNION 483

SHEET METAL WORKERS INTERNATIONAL UNION LOCAL 104

SIGN & DISPLAY & ALLIED CRAFTS LOCAL UNION 510

NORTHERN CALIFORNIA CARPENTERS REGIONAL COUNCIL