

F.07.

7/28/09

**SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT
CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION S**

Effective Date: July 28, 2009

PROJECT STABILIZATION AGREEMENT

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BOARD OF EDUCATION
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN DIEGO, CALIFORNIA

Resolution Adopting and)
Implementing the Project Stabilization)
Agreement (PSA) for Proposition S) RESOLUTION
School Construction, Repairs,)
and Renovation)

WHEREAS, the San Diego Unified School District ("District") and its Board of Education ("Board") have the responsibility to promote efficient public works project delivery; and

WHEREAS, on January 13, 2009 the Board adopted a resolution directing District staff to negotiate a Project Stabilization Agreement ("PSA") for Proposition S funded projects; and

WHEREAS, since the adoption of the January 13, 2009 resolution District staff has sought and received input and information from parties interested in the PSA, in favor, opposed and neutral, and met and negotiated the following to carry out the Board's resolution:

- 1) A project stabilization agreement with the San Diego Building and Construction Trades Council and their signatory Craft Unions ("Council"), a true and correct copy of which is attached to this Resolution as **Attachment A**; and
- 2) A project stabilization agreement with the Southwest Regional Conference of Carpenters ("Carpenters"), a true and correct copy of which is attached to this Resolution as **Attachment B**; and
- 3) An Addendum to the PSA, executed by the District, Council, and Carpenters, regarding the new requirements of California law and the assignment of work by Contractors, a true and correct copy of which is attached to this Resolution as **Attachment C**; and

WHEREAS, the Board continues to believe that it is in the best interests of the District and the public that it serves for the District to utilize a PSA for Proposition S funded projects.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby makes the following findings and declarations:

- 1) The successful completion of the District's Proposition S projects is of the utmost importance to the general public in the District.
- 2) The parties to the agreements attached to this resolution have pledged their full good faith and trust to work towards a mutually satisfactory completion of all the Proposition S projects.
- 3) Large numbers of workers of various skills will be required in the performance of the construction work on the Proposition S projects, including workers affiliated with and/or represented by the Council and the Carpenters.
- 4) On construction projects with multiple contractors and bargaining units on the job site, 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.

- 5) By establishing and stabilizing wages, hours and working conditions for the workers employed on Proposition S projects, a satisfactory continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said projects.
- 6) The agreements attached to this Resolution provide the District with the opportunity to establish a partnership with the local construction labor community respecting the District's Proposition S projects, the benefits of which are expected to be: project cost containment; the efficient and economical completion of projects to secure optimum productivity; a boost to the economy by generating local construction jobs and related jobs; partnering with responsible companies and Contractors; and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the Agreement.
- 7) The interests described in Findings 1 through 6, above, are served by the agreements attached to this Resolution, as are the related interests in Proposition S projects being completed on time and within budget to maximize the efficiency of the District's participation in the construction marketplace.
- 8) Accordingly, the Board hereby approves and adopts this Resolution and its Attachments as the Project Stabilization Agreement for Proposition S funded projects. Contractors and Subcontractors of whatever tier utilized for covered work shall be required to accept and be bound by the terms and conditions of this Project Stabilization Agreement, and shall evidence their acceptance by the execution of a Letter of Assent.

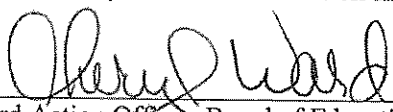
PASSED AND ADOPTED by the Board of Education of the San Diego Unified School District, San Diego, California, at a public meeting thereof duly called and held this 28th day of July 2009, by the following vote:

AYES: Barrera, Evans, Jackson
NAYS: de Beck, Nakamura
ABSENT: None
ABSTAIN: None

oOo


STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

I, Cheryl Ward, Board Action Officer, Board of Education, San Diego Unified School District, do hereby certify that the foregoing is a full, true and correct copy of a resolution adopted by said board at a meeting thereof held on the day and by the vote above stated, which resolution is on file with the minutes of said meeting.



Board Action Officer, Board of Education
San Diego Unified School District

LEGALITY AND FORM APPROVED



MARK R. BRESEE General Counsel
San Diego Unified School District

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ORIGINAL

SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT
CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION S

F.07 .
7/28/09

This Project Stabilization Agreement (hereinafter, "Agreement") is entered into this 28th day of July, 2009, by and between the Board of Education of the San Diego Unified School District, its successors or assigns, (hereinafter "District") and the San Diego Building and Construction Trades Council (hereinafter "Council"), and their signatory Craft Unions, (hereinafter, together with the Council, collectively, the "Union" or "Unions"). The District, Council and Unions are herein collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the successful completion of the District's Measure S Projects is of the utmost importance to the general public in the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of all the Measure S Projects; and

WHEREAS large numbers of workers of various skills will be required in the performance of the construction work on the Measure S Projects, including workers affiliated with and/or represented by the Unions; and

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

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours and working conditions for the workers employed on Measure S Projects, a satisfactory continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said projects; and

WHEREAS, the Parties believe that this Agreement provides the District with the opportunity to establish a partnership with the local construction labor community respecting the District's Measure S Projects, the benefits of which are expected to be: project cost containment, the efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and Contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the Agreement; and

WHEREAS, the Parties believe it is desirable that this Agreement apply to contracts for capital improvement work respecting Measure S Projects awarded after the Effective Date to the extent said contracts exceed one million dollars (\$1,000,000), as set forth in Section 2.2, and are paid for, in whole or in part, with Measure S Funds ("Covered Contracts").

WHEREAS, it is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (Attachment A), and to require each of its Subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

WHEREAS, it is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and craft persons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a "Project Labor Coordinator," either from its own staff or an independent Contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in the developing and implementing of the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer the Agreement.

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

The above Recitals are a part of the terms of the Agreement and are incorporated herein by reference.

DEFINITIONS. Capitalized terms utilized in this Agreement which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

The term "Contractor" as used in this Agreement includes any Contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to Subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a Subcontractor for Project Work.

"Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting a Measure S Project awarded during the term of this Agreement to the extent that said contract exceeds one million dollars (\$1,000,000), as set forth in Section 2.2, and is paid for, in whole or in part, with Measure S Funds.

"Covered Project" also means a Project Work that is the subject of a Covered Contract.

"Covered Work" means work performed by a Contractor pursuant to a Covered Contract; provided, however, that "Covered Work" shall not include "Maintenance Work", or maintenance contracts of any kind or amount related to the provision of furniture, machinery, mechanical equipment, and/or electronic materials for any Project regardless of the size of the contract.

"Maintenance Work" means all of the following:

Routine, recurring, and usual work for the preservation or protection of any District owned or operated facility for its intended purpose; minor repainting; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

"Project" means a project as defined in Section 22002 of California's Public Contracts Code.

"Union" or "Unions" means any labor organization signatory to this Agreement acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

The term "Responsible Contractor" as used in this Agreement shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation, and Contractor licensing.

The term "Small Business Enterprise" as used in this Agreement shall be defined in the same manner as a small business enterprise under California state guidelines and has its primary place of business in San Diego County.

The term "Apprenticeship Program" as used in this Agreement shall be defined as a joint labor management apprenticeship program certified by the State of California as provided in the Schedule A's.

The Unions and all Contractors agree to abide by the terms and conditions of this Agreement and that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement shall be binding on any third party Contractor or Union on Project Work unless endorsed in writing by the Project Labor Coordinator.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE I.

INTENT AND PURPOSE

Section 1.1 Background. The District's construction and major rehabilitation projects funded by Proposition S will affect school buildings and offices that are owned, leased or controlled by the District. The Project is one of the largest overall educational construction program developed and undertaken by a school district in the history of State of California. The goal of this Project is to provide construction and major rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft persons, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the tax payers of the District to meet the District's goal that the Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment District Residents. The vast amount of school construction, substantial rehabilitation, and capital improvement work scheduled to be performed pursuant to Proposition S will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry: assist them in entering the construction trades, and through utilization of the apprenticeship programs, provide training opportunities for those residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Small Local Business. The Project will provide many opportunities for local Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of small, local business on the Project. Each party agrees that it shall employ

demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the District.

Section 1.4 Project Cooperation. The Parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the students of the District. The Parties therefore agree that maximum cooperation among all Parties involved is required; and that with construction work of this magnitude, with multiple Contractors and crafts performing work on multiple sites over an extended period of time, it is essential that all Parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Section 1.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management, peace and stability during the term of this Project Stabilization Agreement, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project work, and the Contractors agree not to engage in any lockout.

Section 1.6 Binding Agreement on Parties and Inclusion of District Residents and Business. By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE II.

SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply to all construction, rehabilitation and capital improvement work as described in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts, where such work is funded in whole or in part by Proposition S Funds, notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contract Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsible and responsive bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on Proposition S Projects.

Section 2.2 Specific. The Covered Projects are defined and limited to:

(a) To the maximum extent allowed by law, all construction, major rehabilitation and renovation work awarded to prime general contractors, the total of which exceeds one million dollars (\$1,000,000); and

(b) To the maximum extent allowed by law, all construction, major rehabilitation and renovation work awarded pursuant to prime multi-trade construction contracts the total of which exceeds one million dollars (\$1,000,000); and

(c) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered. It is also understood that the threshold amounts in subsections (a) and (b) will be determined by the engineer's estimate prior to the submittal of the individual Project to the Division of State Architect ("DSA")

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) The Agreement shall be limited to Covered Work, undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this Agreement, or after the expiration or termination of the Agreement. In addition, in the event the lowest responsive and responsible bid on a Covered Project is in excess of ten percent (10%) of the engineer's estimate and the increased cost is due to the application of this Agreement, the District reserves the right to reject all bids and re-advertise the Project with or without application of this Agreement.

The provisions of the Agreement shall not apply, and the District reserves the right to reject all bids and re-advertise the Covered Project with or without application of this Agreement, to a Covered Project if the District does not receive bona fide bids on that work on or before the deadline for receiving such bids from at least three (3) Responsible Contractors.

Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article X (Settlement of Grievances and Disputes) and Article VIII (Work Assignments and Jurisdictional Disputes) of this Project Agreement, which shall apply to such work and is attached as Appendix B.

(b) This Agreement is not intended to, and shall not effect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determination by the District respecting the intended scope of a Covered Project shall be final and binding on all Parties.

(c) Work of non-manual employees, including but not limited to: superintendents, supervisors staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;

(d) Equipment and machinery owned or controlled and operated by the District;

(e) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(f) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the Agreement (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Filed Soils Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the Agreement). Department of State Architects (DSA), Inspector of Record (IOR) per project will be excluded from the scope of this Agreement provided the DSA-IOR required duties, as outlined in the California Building Standards Administrative Code (Part 1 Title 24 C.C.R.) Article 6, are supervisory and do not conflict with the above-defined scope of work;

(g) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the District or its contractors (for work for which is not within the scope of this Agreement);

(h) Off-site maintenance of leased equipment and on-site supervision of such work;

(i) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guaranty;

(j) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project;

(k) Laboratory work for testing.

Section 2.4 Awarding of Contracts.

(a) The District has the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements

between such Contractor and any Union Parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Stabilization Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this Agreement, shall be required to accept and be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or Subcontractor shall commence Project Work without first providing a copy of the Agreement or Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or Subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

Section 2.5 Coverage Exception. The Parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not fund if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.6 Schedule A's.

(a) 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 such may be changed from time-to-time consistent with Article XXI, Section 21.3, and which 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 agreement 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 apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article X.

(b) It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national

collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Subcontractors sign the documents with the appropriate Union prior to the Subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only. This Agreement and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 2.8 Other District Work. This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 2.10 Completed Project Work. As areas of Covered Work are accepted by the District, this Agreement shall have no further force or affect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE III.

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.6 and 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised

in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures.

(a) For signatory Unions having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the District, to identify and refer competent craftpersons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

(d) The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Educational Code Sec. 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the particular Project site at the request of the District or the Project Labor Coordinator.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local Small Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with a local Small Business Enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full

compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local Small Business Enterprise as direct Contractors or suppliers on Covered Work.

Section 3.5 Employment of District Residents.

(a) In recognition of the District's mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the District shall be first referred for Project Work, including journey person, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work of 100% of the positions for Project Work for a particular Contractor (including the Contractor's "core employees") by craft, have been filled with residents of San Diego County of which seventy percent (70%) should be residents within the District; provided, however, that in circumstances determined by the District, the Project Labor Coordinator shall furnish a Contractor and the affected Union(s) with a designated list of zip codes for which employment preference shall be given in lieu of general District residency, of a minimum of thirty-five percent (35%) of such Contractor's work force, by craft, where available; and

(b) only if:

(1) one hundred percent (100%) percent of the positions for any one Contractor, by individual craft, are filled by residents of San Diego County of which seventy percent (70%) should be residents within the District (or thirty-five percent (35%) in the case of zip-coded referral); or

(2) such individuals are not available, may others be referred to Contractor for Project Work.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this local residency goal; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Project Labor Coordinator on a guaranteed basis that such goals have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the Union referral process, to register with the appropriate hiring hall, if any.

Section 3.6 Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) All Contractors, including Subcontractors, may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate union hiring hall, then a second core employee, and a second employee through the referral system, and so on until a maximum of three (3) core employees are employed, after which all further employees shall be employed pursuant to the other provisions of this Article. In laying off, an employer with six (6) or less employees, the number of core employees shall not exceed one-half plus one of the workforce, assuming the remaining employees are qualified to undertake the work available.

- (b) the core work force is comprised of those employees:
- (i) whose names appeared on the Contractor's active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of the Project Work to the Contractor;
 - (ii) who possess all licenses required by state or federal law for the Project Work to be performed;
 - (iii) who have the ability to safely perform the basic functions of the applicable trade; and
 - (iv) who are residents of the District or County on the effective date of this Agreement, or have been residents of the District or County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) If there are any questions regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through drivers license, voter registration, postal address, or other official acknowledgements.

Section 3.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may employ core employees without reference to the ratio requirements in Section 3.6 or use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.9 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly working dues and non-initiation or application fees (less a reasonable service fee) uniformly required for membership in the Unions to the San Diego Education Foundation or other established District construction pre-apprenticeship program.

Section 3.10 Individual Seniority. Except as provided in Article IV, Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.11 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE IV.

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward will have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, Subcontractor(s), and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the

necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE V.

WAGES AND BENEFITS

Section 5.1 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 compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement.

Section 5.2 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A: provided, however, that the Contractor and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

(b) Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. The Project Labor Coordinator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. Contractors must submit their fringe benefit packages to the Project Labor Coordinator for evaluation prior to bidding. Contractors may only take credit against the prevailing wage in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the

wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(c) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(d) Each Contractor and Subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor or Subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, shift premiums, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall be selected by the District with the advice and counsel of the Council and shall monitor the compliance by all Contractors and Subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall not include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE VI.

WORK STOPPAGES AND LOCKOUTS

Section 6.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or Subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members,

agents, representatives or the employees they represent shall constitute a material breach of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

Section 6.2 Employee Violations. The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of Schedule A's. If a collective bargaining agreement between a Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on any Covered Project and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Covered Work under the Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this Agreement and the Prevailing Wage Statute, with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the District. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of a Schedule A agreement. Should a Contractor engaged in Project Work, enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Article XXI, Section 21.3.

Section 6.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts To End Violations.

(a) If a Contractor contends that there is any violation of this Article, Section 8.3 of Article VIII, or the provisions of Article XXI, Section 21.3, it shall notify, in writing, the Council of the involved Union(s) and the Project Labor Coordinator. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Expedited Enforcement Procedure. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 8.3 of Article VIII, or Section 21.3 of Article XXI, is alleged.

(a) The party invoking this procedure shall notify John Kagel, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, of Section 8.3 of Article VIII, or Section 21.3 of Article XI, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in Section 6.8 below which issue is reserved for court proceedings, if any.) The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a

temporary order enforcing the arbitrator's Award as issued under Section 6.7(d) of this Article, 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 of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent party or Parties.

Section 6.8 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 6.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 6.7 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the District to sustain damages. They agreed that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agreed that, in the event of a breach of either of these provisions, the party in breach shall pay to the District the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the

District for the delay specified, but shall not prevent the District from seeking an injunctive or other monetary relief, including termination of this Agreement. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code §§3275 or 3369, but instead, is intended to constitute liquidated damages to the District pursuant to §§1671, 1676 and 1677 of the California Civil Code.

ARTICLE VII.

RIGHTS OF DISTRICT UPON BREACH

Section 7.1 Breach of Agreement. In the event the District, Union(s) or Council is found to have committed a material breach of this Agreement, including without limitation, Articles VI, VIII and X, the District, Union or Council shall have the right, in addition to any other rights the parties may have under this Agreement in law or equity, immediately and unilaterally, to terminate this Agreement effective upon delivery of written notification to the other party. In such event, the Agreement shall terminate as to any or all Covered Projects in the District's sole and absolute discretion.

ARTICLE VIII.

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 Resolution of Jurisdictional Disputes. In the event of a jurisdictional dispute, it is agreed that the dispute shall be resolved through the implementation of the following procedures:

All jurisdictional disputes on this Project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article VI (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the appropriate dispute resolution, it may seek full legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 No Jobsite Disruption. If there is a strike, sympathy strike, work stoppage, slow down, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor affected by said union conduct shall have the right to seek full legal redress in the courts of California, including injunctive relief and damages, without first complying with or exhausting the procedures set forth in this Article and/or Article X for the resolution of such jurisdictional disputes.

Section 8.5 Pre-job Conference. In order to avoid jurisdictional disputes, it is required that a pre-job conference be held prior to the start of work by the Contractor for the covered project covered by this Agreement. The Subcontractors/Owner Operators will be advised in advance of such conferences and may participate if they wish. The purpose of the conference will be to, among other things, determine craft and manpower needs, schedule of work for the contract and project work rules/owner rules.

ARTICLE IX.

MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and

all the rights conferred on it by law and contract. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular locations or in order to accommodate the instructional programs at various project sites where school may be in session during periods of construction activity;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the Covered Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section.)

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles VIII and X.

Section 9.3 Use of Materials. There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Code. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The Parties recognized that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of

such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article X.

Section 9.5 No Less Favorable Treatment. The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE X.

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article VI or VIII.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles VI and VIII, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Article VI Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. - Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A grievance should be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation 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.

Step 2. - Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other party(ies) and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1 (a) above for the adjustment of an employee complaint.

Step 3. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 4.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) David Hart; (2) John Kagel; (3) Mike Rappaport; (4) Louis Zigman; (5) Michael Prihar; and (6) Fred Herowitz. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article VI or VIII, with a single exception that any employee discharged for violation of Article VI, Section 6.2, or Article VIII, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE XI.

REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, Subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and Subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's Labor Compliance Program, shall process, investigate and resolve such complaints, consistent with Article V, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law. Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its Subcontractors is in such violation, the District, in the absence of the Contractor or Subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE XII.

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations any safety rules contained herein, or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District. Contractors must ensure each and every employee has current licenses or certifications necessary to perform work in his or her craft. The employer and employee must have proof of such license or certification for presentation and inspection.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an established program to which signatory Union(s) are currently a party shall become the project-wide substance abuse testing program, after consultation with the Unions. Until there is such a project-wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project pursuant to their terms.

Section 12.2 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE XIII.

TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this Agreement shall be provided by the Contractor(s) according to the provision of the applicable Schedule A existing on the effective date of this Agreement, and upon presentation of proof of any expense incurred.

ARTICLE XIV.

APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Proposition S. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents to commence and progress in Apprenticeship and/or training programs in the construction industry leading to participation in such Joint Labor Management Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a California Apprenticeship Council approved apprenticeship program.

Section 14.2 Use of Apprentices.

(a) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District, unless otherwise required by law, shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs and Contractors to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons. In the event the Union or Apprenticeship Program is unable or unwilling to dispatch an apprentice within the time frame of this Agreement or by law, Contractor may employ its core employee apprentices without reference to the ratio requirements in Section 3.6.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of apprentices.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article XVII shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of Apprenticeship Programs, and to work with representatives of each apprenticeship committee and representatives of the District's technical schools to establish appropriate criteria for recognition by such Apprenticeship

Programs of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the Apprenticeship Programs. The Joint Subcommittee will cooperate with and assist the District Training and Educational Program to facilitate their entrance into the apprenticeship programs. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors (or organization to which the Contractors belong) signatory to this Agreement and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE XV.

LEGAL ACTION

Section 15.1 Legal Cost Sharing Agreement. The District, Council and Unions recognize the substantial legal costs (including attorneys' fees and associated disbursements) that will accrue in the event of a legal challenge over the adoption by the District of this Agreement and related claims directly challenging the legality of this Agreement, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agree to intervene in the legal challenge and actively participate in the litigation or other action in support of the District's position. The failure of the Council to intervene in the legal challenge and actively participate in support of the District's position will, within the District's sole and exclusive discretion, constitute a material breach of this Agreement.

ARTICLE XVI.

PRE-JOB CONFERENCE

Section 16.1 Work Assignments. Consistent with Article VIII, Section 8.5, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least two weeks before starting work under this Agreement, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article VIII, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.

ARTICLE XVII.

LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The Parties to this Agreement will form a joint committee consisting of representatives selected by the Council and the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the

Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on Projects to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project Work, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VIII or X shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project Work and other similar issues affecting the overall Project Work, including any workers compensation program initiated under this Agreement.

ARTICLE XVIII.

SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union Parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is

granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project.

ARTICLE XIX.

WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE XX.

AMENDMENTS

Section 20.1 The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

ARTICLE XXI.

DURATION OF THE AGREEMENT

Section 21.1 Duration. This Agreement shall be effective 7/29, 2009 for purposes of work funded under Proposition S and advertised for bid ninety (90) days thereafter ("Effective Date") and shall be continued in effect until 10/27, 2014 (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The Parties agree to discuss extensions or modifications of this Agreement based on the District's determination as to whether the Agreement achieves its intent.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project Work are inspected and construction-tested and/or approved and accepted by the District or third Parties with the approval of the District, the Agreement shall

have no further force or effect on such items or areas, except when the Contractor is directed by the District to make repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and Unions Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor under the Agreement than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article X.

Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the Agreement; or 10/27/2014 (unless there is a mutually agreed upon extension) whichever occurs first.

ARTICLE XXII.

WORK OPPORTUNITIES PROGRAM

Section 22.1 Work Opportunity Programs. The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the District and San Diego County to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize (1) construction work opportunities for County residents, and (2) business opportunities for traditionally underrepresented members of the community, minority and women-owned business, and disabled veteran owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that the public agencies promote and encourage the use of these organization on public projects. In furtherance of the foregoing, the Unions specifically agree to:

(a) Support a pre-apprenticeship program for District residents, including students, whereby residents will be trained in a pre-apprenticeship skill to enable them to gain employment/training within the signatory Unions or participate in District Training Programs; and

(b) Encourage the referral and utilization, the extent permitted by law and hiring hall practices of qualified District residents as journeymen, apprentices and trainees on Covered Projects and entrance into such qualified apprenticeship and training programs as may be operating by signatory Unions.

(c) The Unions will cooperate with the District's Outreach Task Force, a committee of community representatives to include those from traditionally underrepresented segments of the community, whose task is to achieve the inclusion of historically disadvantaged business and individuals in the construction and employment opportunities created by this Project.

(d) The Unions will provide accurate data to the committee pertaining to their level of economic support provided to meet these goals, numbers of minorities and traditionally disadvantaged business and individuals employed on the Project and other data as requested by the Program.

(e) The Unions will partner with the District in conducting outreach activities by establishing or continue to maintain existing centers and programs to facilitate the entry of traditionally disadvantaged members of the District, as well as other members of the District into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to a qualified pre-apprenticeship program or apprenticeship program, referral to hiring halls, and provide tailored orientation for women and disadvantaged groups.

(f) The Unions shall assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership is assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide District residents for work on this Project.

(g) The Unions shall make monthly progress reports to the Program on the number and employment disposition of District applicants who have been contacted, recruited, participated in Programs through their outreach efforts. This report shall identify those individuals from traditionally underrepresented groups.

ARTICLE XXIII.

HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans

Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof the Parties have caused this Project Stabilization Agreement for San Diego Unified School District School Construction and Major Rehabilitation to be executed as of the date and year above stated.

Dated: 24 July 2009

By: Stuart B. Marking
[Insert Name and Title]

SAN DIEGO BUILDING AND CONSTRUCTION
TRADES COUNCIL

By:

TOM LEMMON
Business Manager

SIGNATORY UNIONS AND
(See Attached)

LEGALITY AND FORM APPROVED

Mark R. Bresee
MARK R. BRESEE General Counsel
San Diego Unified School District

Approved in public meeting of the Board of Education
of the San Diego Unified School District on 7/28/09
Cheryl Ward
Cheryl Ward, Board Action Officer, Board of Education

ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: _____

Re: San Diego Unified School District Project Stabilization Agreement Construction and Major Rehabilitation Funded By Proposition S

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the San Diego Unified School District Project Stabilization Agreement - School Construction Major Rehabilitation Funded by Proposition S effective _____, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [SDUSD Contract No. _____ and Name of Project/School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

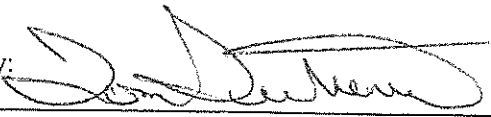
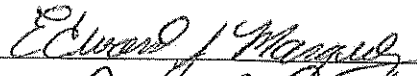
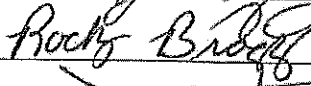
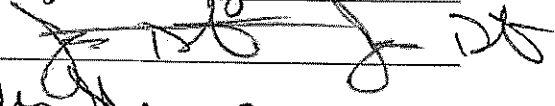
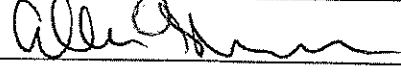
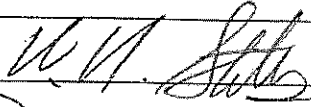
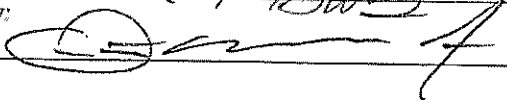
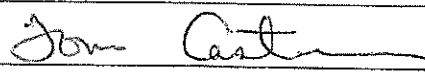
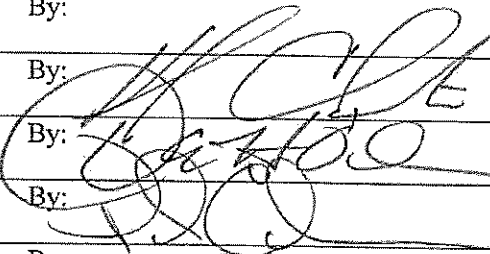
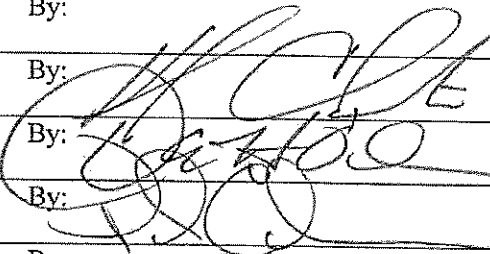
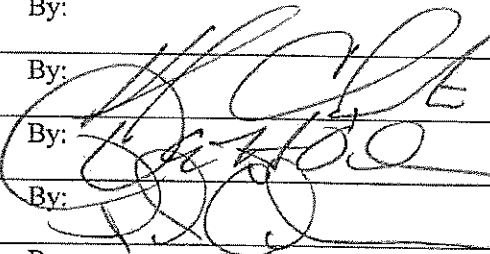
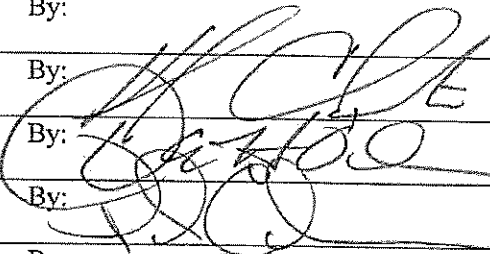
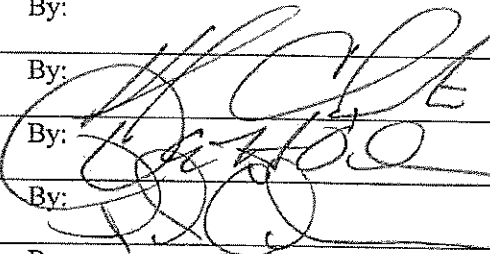
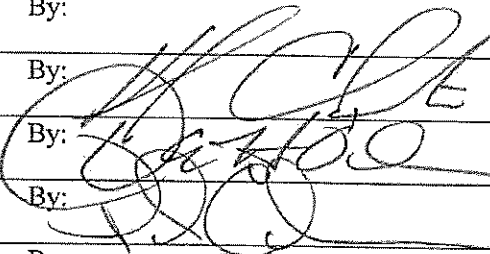
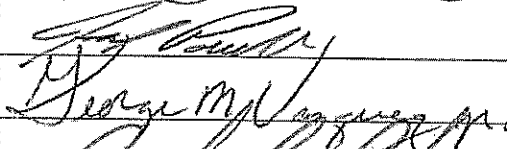
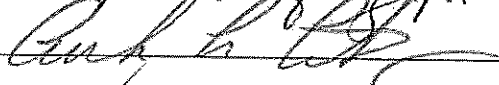
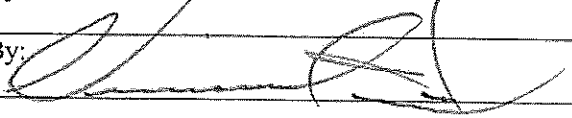
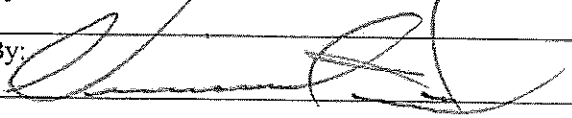
By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article II, Section 2.4(b)]

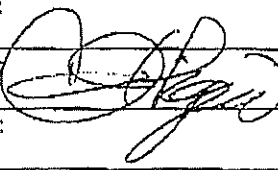
SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT

LOCAL UNIONS

Insulators & Allied Trades Local 5	By: 
Boilermakers Local 92	By: 
Bricklayer & Allied Crafts Local 4	By: 
Cement Masons Local 500/Area 744	By: 
Electrical Workers Local 569	By: 
Elevator Constructors Local 18	By: 
Iron Workers Local 229	By: 
Laborers Local 89	
Painters & Allied Trades District Council #36	
Glaziers & Floor Coverers Local 1399	
Painters & Tapers Local 333	
Tradeshow & Sign Crafts Local 831	By: 
Plasterers Local 200	By: 
Operating Engineers Local 12	By: 
Plumbers & Pipefitters Local 230	By: 
Road Sprinkler Fitters Local 669	By: 
Roofers & Waterproofers Local 45	By: 
Sheet Metal Workers' Local 206	By: 
Steamfitters & Pipefitters Local 250	By: 
Teamsters Local 36	By: 
Tile, Marble & Terrazzo Local 18	By: 
UA Local 345	By: 

SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT

LOCAL UNIONS

Insulators & Allied Trades Local 5	By:
Boilermakers Local 92	By:
Bricklayer & Allied Crafts Local 4	By:
Cement Masons Local 500/Area 744	By:
Electrical Workers Local 569	By:
Elevator Constructors Local 18	By:
Iron Workers Local 229	By:
Laborers Local 89	By:
Painters & Allied Trades District Council #36	
Glaziers & Floor Coverers Local 1399	
Painters & Tapers Local 333	
Tradeshow & Sign Crafts Local 831	By:
Plasterers Local 200	By:
Operating Engineers Local 12	By:
Plumbers & Pipefitters Local 230	By:
Road Sprinkler Fitters Local 669	By:
Roofers Local 45	By:
Sheet Metal Workers' Local 206	By:
Steamfitters & Pipefitters Local 250	By:
Teamsters Local 36	By:
Tile, Marble & Terrazzo Local 18	By: 
UA Local 345	By:

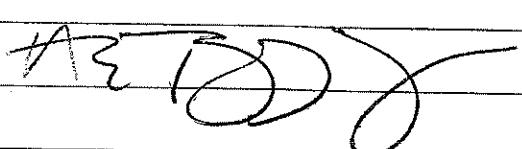
SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT

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Insulators & Allied Trades Local 5	By:
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Iron Workers Local 229	By:
Laborers Local 89	By:
Painters & Allied Trades District Council #36	
Glaziers & Floor Coverers Local 1399	
Painters & Tapers Local 333	
Tradeshaw & Sign Crafts Local 831	By: <i>Jonathan Mitchell</i>
Plasterers Local 200	By: <i>Jonathan Mitchell</i>
Operating Engineers Local 12	By:
Plumbers & Pipefitters Local 230	By:
Road Sprinkler Fitters Local 669	By:
Roofers Local 45	By:
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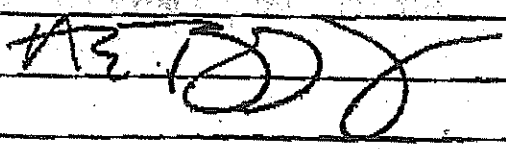
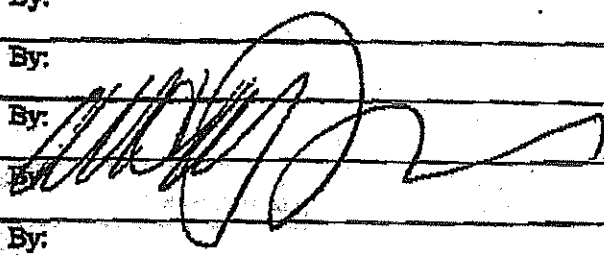
SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT

LOCAL UNIONS

Asbestos Workers' Local 5	By:
Boilermakers Local 92	By:
Bricklayer & Allied Crafts Local 4	By:
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**SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT**

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**INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL NO. 18 - A.F.L.-C.I.O.**

100 SOUTH MENTOR AVENUE • PASADENA, CALIFORNIA 91106

Pasadena Telephone (626) 449-1868

FAX: (626) 577-1055

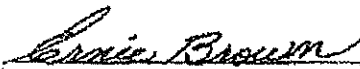
San Diego Telephone (619) 280-6024

Las Vegas Telephone (702) 453-6310 x232

Memorandum of Understanding

Notwithstanding any provisions to the contrary, this will confirm that work covered by the Project Labor Agreement within the craft jurisdiction of the Elevator Constructors, will be performed under the terms of the Master Agreement of the International Union of Elevator Constructors except that Articles referring to work Stoppages, Lockouts and Jurisdictional Disputes of the Project Labor Agreement will apply to such work.

This Memorandum of Agreement and the executive collective bargain agreement reflect the complete understanding between the parties.



Ernie Brown Business Manager, Local 18
International Union of Elevator Constructors

EB/v
Opeiu-537

**SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT
CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION S**

28th This Project Stabilization Agreement (hereinafter, "Agreement") is entered into this day of July, 2009, by and between the Board of Education of the San Diego Unified School District, its successors or assigns, (hereinafter "District") and the Southwest Regional Council of Carpenters (hereinafter, the "Union"). The District and Union are herein collectively referred to as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, the successful completion of the District's Measure S Projects is of the utmost importance to the general public in the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of all the Measure S Projects; and

WHEREAS large numbers of workers of various skills will be required in the performance of the construction work on the Measure S Projects, including workers affiliated with and/or represented by the Union; and

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

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours and working conditions for the workers employed on Measure S Projects, a satisfactory continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said projects; and

WHEREAS, the Parties believe that this Agreement provides the District with the opportunity to establish a partnership with the local construction labor community respecting the District's Measure S Projects, the benefits of which are expected to be: project cost containment, the efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and Contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the Agreement; and

WHEREAS, the Parties believe it is desirable that this Agreement apply to contracts for capital improvement work respecting Measure S Projects awarded after the Effective Date to the extent said contracts exceed one million dollars (\$1,000,000), as set forth in Section 2.2, and are paid for, in whole or in part, with Measure S Funds ("Covered Contracts").

WHEREAS, it is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (Attachment A), and to require each of its Subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

WHEREAS, it is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and craft persons working under it, and the ratepayers, residents and students of the District. ~~The District shall, therefore, designate a "Project-Labor Coordinator,"~~ either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in the developing and implementing of the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer the Agreement.

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

The above Recitals are a part of the terms of the Agreement and are incorporated herein by reference.

DEFINITIONS

Capitalized terms utilized in this Agreement which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

The term "Contractor" as used in this Agreement includes any Contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to Subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a Subcontractor for Project Work.

"Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting a Measure S Project awarded during the term of this Agreement to the extent that said contract exceeds one million dollars (\$1,000,000), as set forth in Section 2.2, and is paid for, in whole or in part, with Measure S Funds.

"Covered Project" also means a Project Work that is the subject of a Covered Contract.

"Covered Work" means work performed by a Contractor pursuant to a Covered Contract; provided, however, that "Covered Work" shall not include "Maintenance Work", or maintenance contracts of any kind or amount related to the provision of furniture, machinery, mechanical equipment, and/or electronic materials for any Project regardless of the size of the contract.

"Maintenance Work" means all of the following:

Routine, recurring, and usual work for the preservation or protection of any District owned or operated facility for its intended purpose; minor repainting; landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

"Project" means a project as defined in Section 22002 of California's Public Contracts Code.

"Union" means the Southwest Regional Council of Carpenters and its affiliated Local Unions.

The term "Responsible Contractor" as used in this Agreement shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation, and Contractor licensing.

The term "Small Business Enterprise" as used in this Agreement shall be defined in the same manner as a small business enterprise under California state guidelines and has its primary place of business in San Diego County.

The term "Apprenticeship Program" as used in this Agreement shall be defined as a joint labor management apprenticeship program certified by the State of California as provided in the Schedule A's.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement shall be binding on any third party Contractor or Union on Project Work unless endorsed in writing by the Project Labor Coordinator.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE I

INTENT AND PURPOSE

Section 1.1 Background. The District's construction and major rehabilitation projects funded by Proposition S will affect school buildings and offices that are owned, leased or controlled by the District. The Project is one of the largest overall educational construction program developed and undertaken by a school district in the history of State of California. The goal of this Project is to provide construction and major rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft persons, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the tax payers of the District to meet the District's goal that the Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment District Residents. The vast amount of school construction, substantial rehabilitation, and capital improvement work scheduled to be performed pursuant to Proposition S will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the apprenticeship programs, provide training opportunities for those residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, and the Union, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Small Local Business. The Project will provide many opportunities for local Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of small, local business on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall ensure that the provisions of this Agreement do not

inadvertently establish impediments to participation of such small local businesses and residents of the District.

Section 1.4 Project Cooperation. The Parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the District and the students of the District. The Parties therefore agree that maximum cooperation among all Parties involved is required; and that with construction work of this magnitude, with multiple Contractors and crafts performing work on multiple sites over an extended period of time, it is essential that all Parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Section 1.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management, peace and stability during the term of this Project Stabilization Agreement, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Union agrees not to engage in any strike, slowdowns or interruptions or disruption of Project work, and the Contractors agree not to engage in any lockout.

Section 1.6 Binding Agreement on Parties and Inclusion of District Residents and Business. By executing this Agreement, the District and the Union agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE II

SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply to all construction, rehabilitation and capital improvement work as described in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts, where such work is funded in whole or in part by Proposition S Funds, notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contract Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsible and responsive bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on Proposition S Projects.

Section 2.2 Specific. The Covered Projects are defined and limited to:

(a) To the maximum extent allowed by law, all construction, major rehabilitation and renovation work awarded to prime general contractors, the total of which exceeds one million dollars (\$1,000,000); and

(b) To the maximum extent allowed by law, all construction, major rehabilitation and renovation work awarded pursuant to prime multi-trade construction contracts the total of which exceeds one million dollars (\$1,000,000); and

(c) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered. It is also understood that the threshold amounts in subsections (a) and (b) will be determined by the engineer's estimate prior to the submittal of the individual Project to the Division of State Architect ("DSA").

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) The Agreement shall be limited to Covered Work, undertaken pursuant to ~~Covered Contracts which are awarded by the District on or after the Effective Date, and is not~~ intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this Agreement, or after the expiration or termination of the Agreement. In addition, in the event the lowest responsive and responsible bid on a Covered Project is in excess of ten percent (10%) of the engineer's estimate and the increased cost is due to the application of this Agreement, the District reserves the right to reject all bids and re-advertise the Project with or without application of this Agreement.

The provisions of the Agreement shall not apply, and the District reserves the right to reject all bids and re-advertise the Covered Project with or without application of this Agreement, to a Covered Project if the District does not receive bona fide bids on that work on or before the deadline for receiving such bids from at least three (3) Responsible Contractors.

(b) This Agreement is not intended to, and shall not effect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determination by the District respecting the intended scope of a Covered Project shall be final and binding on all Parties.

(c) Work of non-manual employees, including but not limited to: superintendents, supervisors staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;

(d) Equipment and machinery owned or controlled and operated by the District;

(e) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(f) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the Agreement (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Filed Soils Material Testers under a professional services

agreement of a construction contract shall be bound to all applicable requirements of the Agreement). Department of State Architects (DSA), Inspector of Record (IOR) per project will be excluded from the scope of this Agreement provided the DSA-IOR required duties, as outlined in the California Building Standards Administrative Code (Part 1 Title 24 C.C.R.) Article 6, are supervisory and do not conflict with the above-defined scope of work;

(g) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities, or their contractors, and/or by the District or its contractors (for work for which is not within the scope of this Agreement);

~~(h) Off-site maintenance of leased equipment and on-site supervision of such work;~~

(i) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guaranty;

(j) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project;

(k) Laboratory work for testing.

Section 2.4 Awarding of Contracts. (a) The District has the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and the Union, provided only that such Contractor is willing, ready and able to execute and comply with this Project Stabilization Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this Agreement, shall be required to accept and be bound by the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or Subcontractor shall commence Project Work without first providing a copy of the Agreement or Letter of Assent as executed by it to the Project Labor Coordinator and to the Carpenters forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or Subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

Section 2.5 Coverage Exception. The Parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not fund if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.6 Schedule A. The provisions of this Agreement, including Schedule A, (which is the local collective bargaining agreement of the signatory Union having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Article XXI, Section 21.3, and which is incorporated herein by reference) shall apply to the work covered by 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 apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article X.

~~(b) It is understood that this Agreement, together with the referenced Schedule A's,~~ constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Subcontractors sign the documents with the appropriate Union prior to the Subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only. This Agreement and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 2.8 Other District Work. This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the Union under this Agreement shall be several and not joint. The Union agrees that this Agreement does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 2.10 Completed Project Work. As areas of Covered Work are accepted by the District, this Agreement shall have no further force or affect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE III

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Union covered by this Agreement as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.6 and 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures. (a) The Union has a job referral system contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The Union will exert its best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Union will work with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

(d) The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Educational Code Sec. 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the particular Project site at the request of the District or the Project Labor Coordinator.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Union and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local Small Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with a local Small Business Enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local Small Business Enterprise as direct Contractors or suppliers on Covered Work.

Section 3.5 Employment of District Residents. (a) In recognition of the District's mission to serve the District and its residents, the Union and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the District shall be first referred for Project Work, including journeyman, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work of 100% of the positions for Project Work for a particular Contractor (including the Contractor's "core employees") by craft, have been filled with residents of San Diego County of which seventy percent (70%) should be residents within the District; provided, however, that in circumstances determined by the District, the Project Labor Coordinator shall furnish a Contractor and the Union with a designated list of zip codes for which employment preference shall be given in lieu of general District residency, of a minimum of thirty-five percent (35%) of such Contractor's work force, by craft, where available; and

(b) only if:

(1) one hundred percent (100%) percent of the positions for any one Contractor, by individual craft, are filled by residents of San Diego County of which seventy percent (70%) should be residents within the District (or thirty-five percent (35%) in the case of zip-coded referral); or

(2) such individuals are not available, may others be referred to Contractor for Project Work.

(c) The Project Labor Coordinator shall work with the Union and Contractors in the administration of this local residency goal; and the Contractors and Union shall cooperate by maintaining adequate records to demonstrate to the Project Labor Coordinator on a guaranty basis that such goals have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the Union referral process, to register with the appropriate hiring hall, if any.

Section 3.6 Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) All Contractors, including Subcontractors, may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate union hiring hall, then a second core employee, and a second employee through the referral system, and so on until a maximum of three (3) core employees are employed, after which all further

employees shall be employed pursuant to the other provisions of this Article. In laying off, an employer with six (6) or less employees, the number of core employees shall not exceed one-half plus one of the workforce, assuming the remaining employees are qualified to undertake the work available.

(b) the core work force is comprised of those employees:

(i) whose names appeared on the Contractor's active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of the Project Work to the Contractor;

(ii) who possess all licenses required by state or federal law for the Project Work to be performed;

(iii) who have the ability to safely perform the basic functions of the applicable trade; and

(iv) who are residents of the District or County on the effective date of this Agreement, or have been residents of the District or County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) If there are any questions regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Union's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through drivers license, voter registration, postal address, or other official acknowledgements.

Section 3.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may employ core employees without reference to the ratio requirements in Section 3.6 or use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.9 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly working dues and non-initiation or application fees (less

a reasonable service fee) uniformly required for membership in the Unions to the San Diego Education Foundation or other established District construction pre-apprenticeship program.

Section 3.10 Individual Seniority. Except as provided in Article IV, Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in Union's Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.11 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE IV

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards. (a) Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward will have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, Subcontractor(s), and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The Contractor agrees to notify Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the Union will be notified immediately by the Contractor, and such discharge or

discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this Agreement.

ARTICLE V

WAGES AND BENEFITS

Section 5.1 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 compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement.

Section 5.2 Benefits. (a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. The Project Labor Coordinator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. Contractors must submit their fringe benefit packages to the Project Labor Coordinator for evaluation prior to bidding. Contractors may only take credit against the prevailing wage in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(b) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and Subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor or Subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, shift premiums, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall be selected by the District with the advice and counsel of the Union and shall monitor the compliance by all Contractors and Subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall not include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE VI

WORK STOPPAGES AND LOCKOUTS

Section 6.1 No Work Stoppages or Disruptive Activity. Union agrees that neither it nor its respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or Subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Union, or its members, agents, representatives or the employees they represent shall constitute a material breach of this Agreement. Union shall take all steps necessary to obtain compliance with this Article.

Section 6.2 Employee Violations. The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of Schedule A. If a collective bargaining agreement between a Contractor and the Union expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a

new or modified collective bargaining agreement, the Union agrees that it will not strike the Contractor on any Covered Project and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Covered Work under the Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this Agreement and the Prevailing Wage Statute, with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the District. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of the Schedule A agreement. Should a Contractor engaged in Project Work, enter into an interim agreement with the Union for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Article XXI, Section 21.3.

Section 6.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts To End Violations. (a) If a Contractor contends that there is any violation of this Article, Section 8.3 of Article VIII, or the provisions of Article XXI, Section 21.3, it shall notify, in writing, the Union and the Project Labor Coordinator. The leadership of the Union will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Expedited Enforcement Procedure. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 8.3 of Article VIII, or Section 21.3 of Article XXI, is alleged.

(a) The party invoking this procedure shall notify John Kagel, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Union if it is the Union that is alleged to be in

violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Union and/or Contractor as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. ~~A failure of any party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.~~

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, of Section 8.3 of Article VIII, or Section 21.3 of Article XI, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in Section 6.8 below which issue is reserved for court proceedings, if any.) The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 6.7(d) of this Article, 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 of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for Union) and as shown on their business contract for work under this Agreement (for a Contractor), by certified mail by the party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent party or Parties.

Section 6.8 Liquidated Damages. (a) If the arbitrator determines in accordance with Section 6.7 above that a work stoppage has occurred, the respondent Union shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the Project to immediately return to work. If the craft involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union has not complied with its obligations to immediately instruct, order and use its best efforts to cause a cessation of the violation and return the employees they

represent to work, then the Union shall pay a sum as liquidated damages to the District, and will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft has not returned to work.

(b) If the arbitrator determines in accordance with Section 6.7 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the District to sustain damages. They agreed that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agreed that, in the event of a breach of either of these provisions, the party in breach shall pay to the District the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the District for the delay specified, but shall not prevent the District from seeking an injunctive or other monetary relief, including termination of this Agreement. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code §§3275 or 3369, but instead, is intended to constitute liquidated damages to the District pursuant to §§1671, 1676 and 1677 of the California Civil Code.

ARTICLE VII

RIGHTS OF DISTRICT UPON BREACH

Section 7.1 Breach of Agreement. In the event the District or Union is found to have committed a material breach of this Agreement, including without limitation, Articles VI, VIII and X, the District or Union shall have the right, in addition to any other rights the parties may have under this Agreement in law or equity, immediately and unilaterally, to terminate this Agreement effective upon delivery of written notification to the other party. In such event, the Agreement shall terminate as to any or all Covered Projects in the District's sole and absolute discretion.

ARTICLE VIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between two competing unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved.

Section 8.2 Resolution of Jurisdictional Disputes. In the event of a jurisdictional dispute between competing unions, it is agreed that the dispute shall be resolved through the implementation of the following procedures:

- (a) Step 1: The representatives of the competing unions of the crafts involved shall meet with the affected Contractor in an attempt to resolve the dispute within twenty-four (24) hours.
- (b) Step 2: If no settlement is reached, international representatives for the competing unions for each affected craft will meet with the affected Contractor within five (5) calendar days.

Work assignments with regard to the Union and its affiliated locals, or work assignments between the Union and any employer, will be resolved by a panel of three arbitrators. The competing unions shall each select an arbitrator of their choice, and those two arbitrators shall select a mutually agreeable third member of the panel. If the two arbitrators are unable to select a mutually agreeable arbitrator, they shall use the panel of seven arbitrators set forth in Section 10.2 and each strike a name until only one is left for the appointment as the neutral arbitrator. All such jurisdictional disputes on this Project, between or among the competing unions shall be settled and adjusted according to this three-panel procedure. The arbitrators will follow standards of the National Labor Relations Board in deciding jurisdictional disputes. The majority decision of the three member panel of arbitrators shall be final, binding and conclusive on the Contractors and the competing unions.

The Contractor and Union expressly acknowledge that if another labor organization has a dispute over the assignment of work arguable covered by both this agreement and under the terms of another labor agreement with Contractor and a dispute arises between that labor organization and Union, all the provisions of this Jurisdictional Dispute article shall apply to each and every such labor organization, and each such labor organization shall be considered a third party beneficiary of this Agreement insofar as application of this Jurisdictional Dispute article.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article VI (Work Stoppages and Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the appropriate dispute resolution, it may seek full legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 8.4 No Jobsite Disruption. If there is a strike, sympathy strike, work stoppage, slow down, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor affected by said union conduct shall have the right to seek full legal redress in the courts of California, including injunctive relief and damages, without first complying with or exhausting the procedures set forth in this Article and/or Article X for the resolution of such jurisdictional disputes.

Section 8.5 Pre-job Conference. In order to avoid jurisdictional disputes, it is required that a pre-job conference be held prior to the start of work by the General Contractor for the

project covered by this Agreement. The Subcontractors/Owner Operators and the Union will be advised in advance of such conferences and may participate if they wish. The purpose of the conference will be to, among other things, determine craft and manpower needs, schedule of work for the contract and project work rules/owner rules.

ARTICLE IX

MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and;
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law and contract. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(g) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular locations or in order to accommodate the instructional programs at various project sites where school may be in session during periods of construction activity;

(h) At its sole option, terminate, delay and/or suspend any and all portions of the Covered Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of

the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Union to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union with reasonable notice of any changes it requires pursuant to this section.)

(i) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and;

(j) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles VIII and X.

Section 9.3 Use of Materials. There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Code. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 9.4 Special Equipment, Warranties and Guaranties. (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Union agrees that such equipment is to be installed without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Union will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Union concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the Union shall have the right to proceed through the procedures set forth in Article X.

Section 9.5 No Less Favorable Treatment. The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Union, Contractors and employees work.

ARTICLE X

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site. (a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Union shall assign a representative to this Project for the purpose of working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Union, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article VI or VIII.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles VI and VIII, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Article VI Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A grievance should be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation 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.

Union or Contractor Grievances. Should the Union or any Contractor have a dispute and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1 (a) above for the adjustment of an employee complaint.

Step 2. A representative of the local Union, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall

meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor may request in writing to the Project Labor Coordinator (with a copy to the other party within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) David Hart; (2) John Kagel; (3) Joseph Gentile; (4) Mike Rappaport; (5) Louis Zigman; (6) Michael Prihar; and (7) Fred Herowitz. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the Union.

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article VI or VIII, with a single exception that any employee discharged for violation of Article VI, Section 6.2, or Article VIII, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE XI

REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Union, Contractors, Subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The Union agrees that the District shall require, and that the Project Labor Coordinator and Union shall monitor, compliance by all Contractors and Subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Union and the Project Labor Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Union may recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Prevailing Wage Compliance. The District or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's Labor Compliance Program, shall process, investigate and resolve such complaints, consistent with Article V, Section 5.4. The Union shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law. Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its Subcontractors is in such violation, ~~the District, in the absence of the Contractor or Subcontractor remedying such~~ violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE XII

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety. (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations, any safety rules contained herein, or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District. Contractors must ensure each and every employee has current licenses or certifications necessary to perform work in his or her craft. The employer and employee must have proof of such license or certification for presentation and inspection.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an established program to which the Union is currently a party, that program shall become the project-wide substance abuse testing program, after consultation with the Union. Until there is such a project-wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, such substance abuse testing procedures as are contained in Schedule A shall be applicable to work on the Project pursuant to their terms.

Section 12.2 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE XIII

TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this Agreement shall be provided by the Contractor(s) according to the provision of the applicable Schedule A existing on the effective date of this Agreement, and upon presentation of proof of any expense incurred.

ARTICLE XIV

APPRENTICES

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Proposition S. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents to commence and progress in Apprenticeship and/or training programs in the construction industry leading to participation in such Joint Labor Management Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, and the Union, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a California Apprenticeship Council approved apprenticeship program.

Section 14.2 Use of Apprentices.

(a) The Union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District, unless otherwise required by law, shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Union, Apprenticeship Programs and Contractors to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons. In the event the Union or Apprenticeship Program is unable or unwilling to dispatch an apprentice within the time frame of this Agreement or by law, Contractor may employ its core employee apprentices without reference to the ratio requirements in Section 3.6.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of apprentices.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article XVII shall be established, jointly chaired by a designee of the District and a designee of the Union, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of Apprenticeship Programs, and to work with representatives of each apprenticeship committee and representatives of the District's technical schools to establish appropriate criteria for recognition by such Apprenticeship Programs of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the Apprenticeship Programs. The Joint Subcommittee will cooperate with and assist the District Training and Educational Program to facilitate their entrance into the apprenticeship programs. The Subcommittee will meet as ~~necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious~~ manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors (or organization to which the Contractors belong) signatory to this Agreement and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE XV

LEGAL ACTION

Section 15.1 Legal Cost Sharing Agreement. The District and the Union recognize the substantial legal costs (including attorney's fees and associated disbursements) that will accrue in the event of a legal challenge over the adoption by the District of this Agreement and related claims directly challenging the legality of this Agreement, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Union agrees to intervene in the legal challenge and actively participate in the litigation or other action in support of the District's position. The failure of the Union to intervene in the legal challenge and actively participate in support of the District's position will, within the District's sole and exclusive discretion, constitute a material breach of this Agreement.

ARTICLE XVI

PRE-JOB CONFERENCE

Section 16.1 Work Assignments. Consistent with Article VIII, Section 8.5, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least two weeks before starting work under this Agreement, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Contractor(s) and the Union. Should there be any formal jurisdictional dispute raised under Article VIII, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.

ARTICLE XVII

LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The Parties to this Agreement will form a joint committee consisting of representatives selected by the Union and the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Carpenters. The purpose of the Committee shall be to promote harmonious and stable labor management relations on Projects to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement the progress of the Project Work, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VIII or X shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Union, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee

members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project Work and other similar issues affecting the overall Project Work, including any workers compensation program initiated under this Agreement.

ARTICLE XVIII

SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive affect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project.

ARTICLE XIX

WAIVER

Section 19.1 Waiver. A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE XX

AMENDMENTS

Section 20.1 The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

ARTICLE XXI

DURATION OF THE AGREEMENT

Section 21.1 Duration. This Agreement shall be effective 7/28, 2009 for purposes of work funded under Proposition S and advertised for bid ninety (90) days thereafter ("Effective Date") and shall be continued in effect until 10/27, 2014 (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The Parties agree to discuss extensions or modifications of this Agreement based on the District's determination as to whether the Agreement achieves its intent.

Section 21.2 Turnover and Final Acceptance of Completed Work. (a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project Work are inspected and construction-tested and/or approved and accepted by the District or third Parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to make repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the Contractor will be provided to the Union with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor.

Section 21.3 Continuation of Schedule A. Schedule A incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and Union are parties to the collective bargaining agreement, which is the basis for such Schedule A, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreement and their effective date.

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor under the Agreement than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article X.

~~Section 21.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Union of a Notice from the District saying that no work remains within the scope of the Agreement; or 10/27/2014 (unless there is a mutually agreed upon extension) whichever occurs first.~~

ARTICLE XXII

WORK OPPORTUNITIES PROGRAM

Section 22.1 Work Opportunity Programs. The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the District and San Diego County to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize (1) construction work opportunities for County residents, and (2) business opportunities for traditionally underrepresented members of the community, minority and women-owned business, and disabled veteran owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that the public agencies promote and encourage the use of these organization on public projects. In furtherance of the foregoing, the Union specifically agrees to:

(a) Support a pre-apprenticeship program for District residents, including students, whereby residents will be trained in a pre-apprenticeship skill to enable them to gain employment/training within the Union or participate in District Training Programs; and

(b) Encourage the referral and utilization, the extent permitted by law and hiring hall practices of qualified District residents as journeymen, apprentices and trainees on Covered Projects and entrance into such qualified apprenticeship and training programs as may be operated by the Union.

(c) The Union will cooperate with the District's Outreach Task Force, a committee of community representatives to include those from traditionally underrepresented segments of the community, whose task is to achieve the inclusion of historically disadvantaged business and individuals in the construction and employment opportunities created by this Project.

(d) The Union will provide accurate data to the committee pertaining to their level of economic support provided to meet these goals, numbers of minorities and traditionally disadvantaged business and individuals employed on the Project and other data as requested by the Program.

(e) The Union will partner with the District in conducting outreach activities by establishing or continue to maintain existing centers and programs to facilitate the entry of traditionally disadvantaged members of the District, as well as other members of the District into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to a qualified pre-apprenticeship program or apprenticeship program, referral to the hiring hall, and provide tailored orientation for women and disadvantaged groups.

(f) The Union shall assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Union shall assist District residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Union shall put on their rolls qualified bona fide District residents for work on this Project.

(g) The Union shall make monthly progress reports to the Program on the number and employment disposition of District applicants who have been contacted, recruited, participated in Programs through their outreach efforts. This report shall identify those individuals from traditionally underrepresented groups.

ARTICLE XXIII

HELMETS TO HARDHATS

Section 23.1 Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Union agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 23.2 Integrated Database. The Union and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof the Parties have caused this Project Stabilization Agreement for San Diego Unified School District School Construction and Major Rehabilitation to be executed as of the date and year above stated.

Dated: 7/24/2009

THE SAN DIEGO UNIFIED SCHOOL DISTRICT

By:

Therest B. Mackay
[Insert Name and Title]

Dated: 7/24/09

Southwestern Regional Council of Carpenters

By:

Mike Magallanes
Business Representative
MIKE MAGALLANES

LEGALITY AND FORM APPROVED

Mark R. Bresee
MARK R. BRESEE General Counsel
San Diego Unified School District

Approved in public meeting of the
Board of Education of the San Diego
Unified School District on 7/28/09
Cheryl Ward, Board Action Officer,
Board of Education

ADDENDUM NO. ONE
SAN DIEGO UNIFIED SCHOOL DISTRICT
PROJECT STABILIZATION AGREEMENT

The Board of Education of the San Diego Unified School District, its successors or assigns (hereinafter "District"), the San Diego Building and Construction Trades Council, and its Signatory Craft Unions (hereinafter, "Council") and the Southwestern Regional Council of Carpenters (hereinafter "Carpenters") hereby agree to amend the applicable Project Stabilization Agreements ("PSA") dated July 28, 2009 as follows:

~~The Parties acknowledge that the Council and Carpenters have separate agreements with the District which together constitute the applicable PSA and agree all Parties will work cooperatively in full good faith and trust to achieve the District's goals as set forth in the PSA and to work towards a mutually satisfactory completion of all the Proposition S Projects.~~

The Parties recognize and support the employment of apprentices on Covered Projects consistent with Article XIV of the PSA and the applicable provisions of the Labor Code and its related regulations as currently exists or as modified in the future. Specifically, for Covered Projects bid after June 30, 2009, the apprenticeship law has been amended to provide that all Contractors, who are not already employing sufficient apprentices on the Covered Project, must request dispatch, either consecutively or simultaneously, from all approved apprentice programs in the geographical area of the Covered Project. The amendment also requires that Contractors who employ apprentices but are not meeting the required ratio for their craft must request dispatch from any other approved apprenticeship program in their craft that exists in the geographical area of the Covered Project. *See*, 8 CCR, Section 230.1.

The Parties recognize that the apprenticeship law requires that apprentices employed on public works can only be assigned to perform work of the craft or trade to which the apprentice is registered. In addition, the apprentice employed on the Covered Project must at all times work with or under the direct supervision of a qualified journeyman/journeymen in the craft or trade.

The Parties agree that the Contractor's assignment of work as set forth in the PSA will be consistent with the coverage of the Division of Apprenticeship Standards approved apprentice programs in the geographical area of the Covered Project and will not be challenged by grievance or other action. In the event there is more than one (1) approved apprentice program covering the work, then the Contractor will make the determination as to the appropriate approved Joint Labor Management Apprenticeship Program.

Each person executing this Addendum on behalf of a Party represents he or she has been authorized to execute and be bound to this Addendum by formal action of the Party and where applicable each of the affiliated unions.

This addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES ON FOLLOWING PAGE

ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE _____

Project
Address
Address
Address

Labor

Coordinator

Attention: _____

Re: San Diego Unified School District Project Stabilization Agreement Construction and Major Rehabilitation Funded By Proposition S

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the San Diego Unified School District Project Stabilization Agreement - School Construction Major Rehabilitation Funded by Proposition S effective _____, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [SDUSD Contract No. _____ and Name of Project/School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

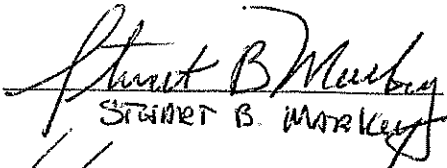
By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Carpenters consistent with Article II, Section 2.4(b)]

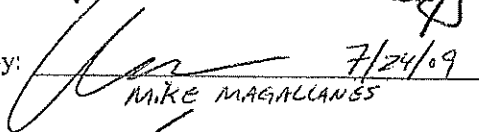
San Diego Unified School District

By:


STUART B. MARKLEY

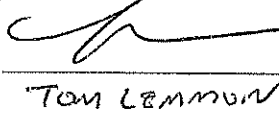
Southwestern Regional Council of Carpenters

By:


MIKE MAGALLANES 7/24/09

San Diego Building and Construction Trades
Council on behalf of their signatory craft unions,
including but not limited to:

By:


TOM LENNON 24 July 2009

Asbestos Workers' Local 5

Boilermakers Local 92

Bricklayer & Allied Crafts Local 4

Cement Masons Local 500/Area 744

Electrical Workers Local 569

Elevator Constructors Local 18

Glaziers & Floor Coverers Local 1399

Iron Workers Local 229

Laborers Local 89

Painters & Allied Trades District Council #36

Painters & Tapers Local 333

Plasterers Local 200

Operating Engineers Local 12

Plumbers & Pipefitters Local 230

Road Sprinkler Fitters Local 669

Sheet Metal Workers' Local 206

Steamfitters & Pipefitters Local 250

Teamsters Local 36

Tile, Marble & Terrazzo Local 18

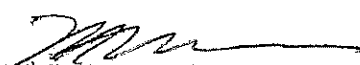
Tradeshaw & Sign Crafts Local 831

UA Local 345

Approved in public meeting of the Board of Education
of the San Diego Unified School District on 7/28/09


Cheryl Ward, Board Action Officer, Board of Education

LEGALITY AND FORM APPROVED


MARK R. BRESEE General Counsel
San Diego Unified School District

