

**PROJECT AGREEMENT OF FAIR EMPLOYMENT
AND WORK STABILIZATION FOR
VALLEJO CITY UNIFIED SCHOOL DISTRICT
MEASURE A – MODERNIZATION PROJECT**

Preamble

THIS PROJECT AGREEMENT OF FAIR EMPLOYEMENT AND WORK STABILIZATION (hereinafter referred to as “Agreement”) is made and entered into this 21ST day of March 2001, by and between _____ (hereinafter referred to as “Contractor”), together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing th “Agreement to Be Bound” (Article 21), (hereinafter referred to as “Contractor(s)”), and the Local Unions signatory hereto and those affiliated with the Building and Construction Trades Department of the American Federation of Labor Congress of Industrial Organizations and the Napa-Solano Building and Construction Trades Council, all in their behalf and in behalf of the various Local Unions involved, (hereinafter referred to as “Union(s)”). The parties further agree that the provisions of this Agreement shall apply to the Measure A Modernization Project located in Vallejo, California (hereinafter referred to as “Project”) for the Vallejo City Unified School District (hereinafter referred to as “Owner”).

Intent and Purpose

WHEREAS, it is essential that the construction work required to build the Vallejo City Unified School District Measure A-Modernization Project be done in an efficient and economical manner so as to secure optimum productivity to ensure an adequate supply of competent, skilled and qualified crafts people, to eliminate delays in the construction operations, thus ensuring timely completion in the work undertaken by the contractors, and to ensure labor stability by eliminating strikes, work stoppages, lock-outs, slow-down, or the prosecution of work undertaken by the Vallejo City Unified School District.

WHEREAS, all parties have as their goal the optimization of opportunities for minority and women employees as well as for Disadvantaged Business Enterprises including Minority, Women and Disabled Veterans Owned Business Enterprises, and

WHEREAS, it is the intent and purpose of this Agreement to provide fair employment and work stabilization without discrimination in any manner, either for or against Union or non-Union contractors, and nothing in this Agreement shall be construed to require any contractor to become signatory to a collective bargaining agreement, or any employee to become a member of any Union, and

WHEREAS, no provision in this Agreement shall supercede or provide for less than is contained in the Agreement between the Vallejo City Unified School District and the Labor Council.

NOW, THEREFORE, in consideration of these premises, it is agreed as follows:

Article 1
Definitions

- 1.1 “Project” shall be defined as the construction under the Vallejo City Unified School District Measure A-Modernization Project which construction as presently planned shall consist of (see Exhibit A) scheduled for initial completion in 200___. consisting of all work done by Contractors under contract to the Owner, and their subcontractors, at the Vallejo City Unified School District Measure A-Modernization Project site.
- 1.2 “Owner” shall be defined as Vallejo City Unified School District (VCUSD).
- 1.3 “Contractor” or “Contractors” shall be defined as all companies or entities performing construction work under contract with the Owner for the Project, and employing any construction workers. However, this Agreement shall not apply to any contract, the total cost of which is less than \$_____.
- 1.4 “Subcontractor” or “Subcontractors” shall be defined as all companies or entities performing construction work under a subcontract at any tier which work is also covered under a contract between Contractor and the Owner for the Project.
- 1.5 “Manager” shall be defined as the Manager of Public works for the VCUSD or his or her designated representative.
- 1.6 “Union” or “Unions” shall be defined as all of the Unions listed on the signature page(s) of this Agreement.
- 1.7 “Signatory Contractors” shall be defined as all of those contractors working on the Project who are signatory to any collective bargaining agreement or agreements (excluding project only agreements) with any of the Unions.
- 1.8 “Nonsignatory Contractors” shall be defined as all contractors working on the Project who are not signatory to any collective bargaining agreements (excluding project only agreements) with any of the Unions.
- 1.9 “Employer” or “Employers” shall be defined as any Contractor or Subcontractor who employs employees to perform work at the Project.

ARTICLE 2
Scope of Agreement

- 2.1 This Agreement shall apply only to that new construction work awarded by the Owner and performed by the signatory Contractors during the term of this Agreement. The Scope of the Agreement includes all new construction and any related change order(s) on the Measure A Modernization project awarded by the Owner.

- 2.2 This Agreement shall be limited to work historically recognized as construction work, and nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work or function which may occur at the site or be associated with the development of the Project.
- 2.3 Contractors obligated under this agreement shall be required to incorporate the Agreement into all subcontracts of whatever tier.
- 2.4 Nothing in the Agreement shall be construed to limit the rights of the Contractors to select any qualified person for employment, except as provided in applicable collective bargaining agreements.
- 2.5 Nothing in this Agreement shall be construed to limit the Owner's right to select the lowest responsive bidder pursuant to Education Code for the purposes of awarding construction contracts.
- 2.6 Nothing in this Agreement shall be construed to require any individual to be or to become a member of a Union except as applicable with the signatory contractors under their collective bargaining agreement or required by law.
- 2.7 Nothing in this Agreement shall in any way interfere with MBE/WBE or DBE programs applicable to the project.
- 2.8 Any Signatory and Nonsignatory Contractors or Signatory and Nonsignatory Subcontractors of any tier shall be bound to all of the terms and conditions of this Agreement except those specifically noted as applying to Signatory Contractors only.
- 2.9 Items specifically excluded from the scope of this Agreement include but are not limited to the following:
 - a. work of non-manual employees, including but not limited to superintendents, supervisors (except foremen and general foremen shall continue to be covered), engineers, inspectors, quality control personnel, quality assurance personnel, timekeepers, mail carriers, clerks, office workers, janitors, messengers, guards, emergency medical and first-aid technicians, and other professional, engineering, administrative and management employees;
 - b. all deliveries to and from the project site as well as those off the project site, except as otherwise provided for in the Prevailing Wage or Public Works Determination and regulations passed pursuant thereto;
 - c. equipment and machinery in the care, custody and control of companies other than Contractors or Subcontractors performing construction work on the Project;
 - d. the removal of scrap, surplus, spoilage, and waste materials from a common scrap location to a location off the Project site except as otherwise provided for in the

Prevailing Wage or Public Works Determination and regulations issued pursuant thereto;

- e. any work performed on, or near, or leading to or into the Project site by federal, state, county, city, VCUSD, or similar governmental bodies or their contractors.
- 2.10 As areas and systems of the project are inspected and construction tested by the contractor and finally accepted by the District, the Agreement will not have further force or effect on such items or areas, except when the Contractor is directed by the Owner to engage in repairs, modifications, checkout and warranty functions required by its contract. Warranty work by the manufacturer of the equipment shall be at the discretion of the Owner.
- 2.11 Delivery of equipment, apparatus, machinery and construction materials to the site shall not be within the scope of this Agreement until in the possession and control of the District or except as otherwise provided for in the Prevailing Wage or Public Works Determination and regulations issued pursuant thereto.

ARTICLE 3 **Management Rights**

- 3.1 The Contractors retain full and exclusive authority for the management of its operations. The Contractor shall direct its working forces at its prerogative, including but not limited to hiring, promotion, transfer and layoff. No rules, customs or practices shall be permitted to be observed which limit or restrict production, or limit or restrict the working efforts of employees. Suspension or discharge of employees will be subject to just cause.
- 3.2 The designation or determination of the number of foremen or general foremen is the sole responsibility of the Employers. However, as respects Signatory Contractors, they will be subject to any applicable collective bargaining provisions.
- 3.3 The Contractor(s) shall utilize the most efficient method or technique of construction, tools or other labor-saving devices. The Contractor shall schedule work, and shall determine when overtime will be worked. The aforementioned however, must be decided through discussion with the Vallejo City Unified School District management specifically the Director of Facilities The District will not pay for additional cost or overtime charge without its prior approval.
- 3.4 The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The Contractor retains all management rights not specifically limited by the terms of this Agreement.

ARTICLE 4
Craft Training

- 4.1 This Agreement recognizes the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry. Employers may employ apprentices of the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are registered, and subject to any limitations imposed by State of California, Department of Apprenticeships Standards and regulations issued pursuant hereto.
- 4.2 All Contractors must be approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards to train apprentices prior to the start of work.
- 4.3 Employers must comply with applicable apprenticeship statutes and regulations and employ state-certified apprentices within all apprentice able crafts on this Project. Employers will be required to comply with the Division of Apprenticeship Standards' rules and regulations on the use of apprentices. Employers may use apprentices from any program approved by the Division of Apprenticeship Standards. Employers must provide documentation of compliance with this requirement to the Owner prior to the start of work.
- 4.4 The Employer-Apprenticeship Program, in order to comply with the terms of this agreement must have been in existence and show a record of involvement and success expanding a period of four (4) years or more.

ARTICLE 5
Wages and Benefit

- 5.1 Minimum wage rates and fringe benefit contributions paid on behalf of employees on the Project shall be paid in accordance with the provisions of the State Prevailing Wage law for building, highway and heavy construction work.
- 5.2 Appropriate action provided for by local, state, or federal law may be taken related to the payment of minimum wages and fringe benefits.

ARTICLE 6
Safety, Health, & Sanitation

- 6.1 Employees must use diligent care to perform their work in a safe manner and protect themselves and the property of the Employer and Owner. Failure to do so may result in immediate termination.

- 6.2 In order to protect the safety and health of employees, all parties agree to comply with the applicable provisions of state and federal laws and regulations relating to job safety, health and safe work practices, as well as those specific Project safety rules enacted by the Employer and Owner in its overall Safety Program.
- 6.3 All employees will use required safety equipment and protective clothing. Willful failure or refusal by an employee to use such protective equipment or clothing is cause for termination.
- 6.4 Substance abuse: Due to the fact that work on this project is work performed on school campuses upon which children between the ages 3 and 18 years are being taught and given school districts are required by law to adhere to strict alcohol and drug-free environments, the possession of alcohol or illegal drugs or being under the influence of alcohol or illegal drugs on the site is illegal and subject to severe penalty.

ARTICLE 7
No Discrimination

- 7.1 The Contractors agree to engage in active recruitment of minority and female applicants.
- 7.2 No party to this Agreement shall discriminate against any employee or applicant for employment because of religion, marital status, veteran status, disabled status, race, creed, color, sex, age, national origin, sexual orientation, or union or nonunion affiliation. In addition, the parties hereto agree to take positive affirmative action to ensure full compliance with the rules of all applicable equal employment opportunity statutes, ordinances, and regulations.

ARTICLE 8
Local Hiring

- 8.1 Owner has every desire to maximize the use of local residents as employees on this Project. "Local" shall mean any resident or business located within owner's jurisdiction.
- 8.2 Local hiring contractors performing construction work on the project described in the Agreement shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the unions signatory hereto when such procedures are not in violation of federal law. The Contractor(s) shall have the right to reject any applicant referred by the union(s) provided that rejection is based solely upon qualification or lack thereof.
- 8.3 To the extent permitted by law, and where and when possible, at least one (1) local apprentice shall be employed in each apprenticeable craft used on this Project.

- 8.4 The selection of applicants by union for referral to a job shall be on a non-discriminatory basis, and shall not be based on, or in any way affected by, current or previous union membership, or the lack thereof.

ARTICLE 9
Working Conditions

- 9.1 The Employer shall be the sole judge as to the numbers of foremen and general foremen to be employed, as well as the number of employees to be assigned to any crew, operation or piece of equipment subject to this Agreement and, for Signatory Contractors, subject to applicable Collective Bargaining Agreements.
- 9.2 There shall be no limit on production by workers nor restrictions on the full use of tools and/or equipment. There shall be no restriction, other than that which may be required by safety regulations or state Prevailing Wage determination, on the number of employees assigned to any crew or to any service, except as provided for in applicable Collective Bargaining Agreements for Signatory Contractors.
- 9.3 Procedures for the control of tools, equipment and materials shall be established by the Contractors and shall be observed by all employees in accordance with applicable jurisdictional standards contained in Article 13.
- 9.4 The Employer shall use clock or other accountability systems for all employees checking in or out of the Project on a daily basis. All employees shall be at their designated reporting place for work at the starting time and shall return to their designated reporting place at quitting time. Special consideration may be given to unusual conditions. All employees will be at their work places at the conclusion of the lunch break and authorized rest period.
- 9.5 Employees shall be allowed ten minutes prior to the end of each shift to put up their tools and leave their place of work. Clean-up time shall be as specified in applicable Collective Bargaining Agreements for Signatory Contractors. Employees shall not stop work prior to the times designated herein for putting up tools or cleaning-up, or prior to the commencement of the lunch period, without the consent of their employers, except that employees may take authorized rest periods scheduled by the Employer. Repeated infractions of this rule, after appropriate warnings, shall be grounds for termination.
- 9.6 Each employee is expected to give a full day's work for a full day's pay and any violation of the work starting and stopping times will be grounds for termination.
- 9.7 If an employee is unable to report for work as scheduled, he/she is expected to notify the Employer's job office; failure to do so without good reason will be cause for discharge. Automatic termination will take place after three (3) days of unexcused failure to report to work or failure to notify the Employer's job office, unless such failure was caused by

circumstances beyond the control of the employee. If an employee is late for work, the time will be deducted from his/her pay.

- 9.8 Chronic absenteeism and tardiness without sufficient verified reason is a cause for termination. The Employer shall be the sole judge of whether there is good reason for a worker's absenteeism or tardiness.
- 9.9 Slow-downs, stand-by crews and featherbedding practices will not be permitted. Neither the Unions nor Owner will impose conditions, which require the Employer to employ more individuals than the Employer deems necessary to perform the work.
- 9.10 Vendors and suppliers will deliver supplies, equipment, tools, and materials to points on the Project site as designated by the Contractor. There shall be no interferences with vendor and/or supply deliveries to the Project.
- 9.11 A mutually agreeable procedure will be established whereby upon the completion of the installation of any equipment including construction component testing and prior to system operation testing, the equipment may be tagged as being turned over to Owner. The determination of completion shall be by Owner. All work subsequent to the tagging of the equipment may be performed at the discretion of Owner with personnel of its choice; provided, however, that the employees performing construction work shall not test nor operate equipment, apparatus or machinery unless specifically requested to do so by Owner or an Employer or a representative of the manufacturer, or some other management technician authorized to give such work order. Persons of its choice shall perform all inspection by Owner or by the Employer of incoming shipments of equipment, apparatus, machinery, and construction materials of every kind, at the sole discretion of Owner or the Employer. Such inspection personnel shall perform no repair, alteration, assembly, disassembly or installation of said equipment or materials, unless such personnel are covered by this Agreement.
- 9.12 Any employee who willfully damages the work of any other employee, or any material, equipment, apparatus, or machinery shall be subject to immediate termination.
- 9.13 Any termination of an employee or other personnel action shall be subject to the rights of the employee or the Union.
- 9.14 Copies of Contractor and Project work rules will be posted in the appropriate locations at the Project site and provided to employees prior to the commencement of work on the Project. All employees will abide by these rules and the appropriate posted rules of respective Employers. Infractions of work rules may be grounds for termination.

ARTICLE 10
No Strikes & Lockouts

- 10.1 During the life of this Agreement, the Unions agree that they will not collectively or

individually engage in or participate in any strike, work slowdown, work stoppage, sympathy strike, refusal to work or picketing against any Employer signatory to this Agreement.

- 10.2 During the life of this Agreement, the Union(s) and its members, agents, representatives, and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage or hand-billing of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
- 10.3 If any strike, work slowdown, work stoppage, sympathy strike, refusal to work or picketing against any employer working on the Project is not immediately resolved within twenty-four (24) hours of said strike, work slowdown, work stoppage, sympathy strike, refusal to work or picketing, the striking Unions, and any Unions acting in concert with them, agree to pay Owner a sum equal to one percent (1%) of the Prime Contract value for each day said strike, work slowdown, work stoppage, sympathy strike, refusal to work or picketing continues. Because the injury resulting from such a violation of this Agreement would be impractical or extremely difficult to ascertain or estimate. This sum is agreed upon as liquidated damages and is intended as compensation for this injury and not as a penalty. The liquidated damages provided by this Section shall be in addition to any other available remedy, and not in lieu thereof.

ARTICLE 11

Hours of Work, Overtime, Reporting Time Pay & Holidays

The following is subject to, a part of, or governed by the Prevailing Wage regulations:

- 11.1 Production Shifts: The standard work day and work week for production crews shall consist of either five (5) consecutive days at eight (8) hours per shift Monday through Friday or, to the extent permitted by law, four (4) consecutive days at ten (10) hours per shift. Nothing herein shall be construed as guaranteeing any employee eight (8) or ten (10) hours of work per day or forty (40) hours of work per week. Regular work hours will be between 6:00 A.M. and 6:00 P.M. There shall be a 30-minute unpaid lunch period, which shall, insofar as practicable, be at the midpoint of the shift or within one-half hour before or one-half hour after the midpoint of the shift. There shall be required rest periods which shall be scheduled by the Employer. This clause in no way limits the Owner's ability or right to determine hours based upon the best interest and/or needs of the educational program.
- 11.2 Make-up Day: In the event the employer is unable to work forty (40) straight time hours during the scheduled work week due to inclement weather, Saturday may be utilized as a make-up day and all hours worked up to forty (40) in a work week shall be paid at the straight time rate of pay.

