

MILPITAS UNIFIED SCHOOL DISTRICT

**PROJECT STABILIZATION AND
CONSTRUCTION CAREERS AGREEMENT**

This Project Stabilization and Construction Careers Agreement ("Agreement") is made and entered into this 11th day of December, 2012, by and between the Milpitas Unified School District ("District" or "Owner"), together with any prime contractor (individually referred to as "Prime Contractor") and subcontractors at all tiers (all of whom, including Prime Contractor, are collectively referred to as "Contractors"), who shall become signatory to this Agreement by signing the "Agreement To Be Bound" attached hereto as Exhibit C, and the Santa Clara and San Benito Counties Building & Construction Trades Council ("Council") and its affiliated local unions who have executed this Agreement (referred to individually as "Union" and collectively as "Unions") for the construction work specifically described and defined in Section 2.1 of this Agreement ("Project").

Recitals

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

WHEREAS, the Contractors will be engaged in construction of the Project; and

WHEREAS, large numbers of workers in the various construction trades and crafts will be required in the performance of the construction work for the Project and many of the workers may be represented by the Unions affiliated with the Council or other building trades labor organization signatory to this Agreement and employed by contractors and subcontractors who are signatory to collective bargaining agreements with the Unions; and

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

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

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

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and quality construction in order to reduce unnecessary delays and to shorten construction schedules, thereby further reducing costs, resulting in timely completion of the Project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement; and

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

WHEREAS, the District places a high priority upon the development of comprehensive programs for the recruitment, training and employment of local residents and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of the state approved local apprenticeship programs and local programs, such as the Santa Clara County Construction Careers Association, to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the Unions agree to cooperate in every way possible with employees of the Contractors; and

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

WHEREAS, utilization of this Agreement is intended to enhance compliance with the California prevailing wage laws; and

WHEREAS, the parties desire to provide employment opportunities on the Project to military veterans returning from overseas conflicts.

NOW THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1

PURPOSE

- 1.1 It is critical to the District and its students that this Project be completed in as timely and economical manner as possible. The parties to this Agreement acknowledge that large numbers of skilled and trained workers of various construction trades will be required in the performance of the Project, and that on a project of this size, with multiple contractors and crafts on the job site at the same time, the potential for work disruption is substantial. It is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve the timely, safe, and economical construction of the Project and to assure access of the District and the Contractors to the skilled and trained workers represented by the Council and Unions. The parties further recognize and agree that the Project must be undertaken in a spirit of labor harmony, peace and stability, with the utilization of skilled labor under fair and safe working conditions without disruption or disputes. The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and, in so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction and to secure optimum productivity, on-schedule performance and the District's satisfaction.
- 1.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, to provide for peaceful, efficient and binding procedure for settling labor disputes, to maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 This Agreement shall apply only to that demolition, hazardous material remediation, surveying, site preparation, construction and repair work on those separate construction projects specifically identified on the project list contained in Exhibit A (attached to this Agreement and incorporated herein by reference) that are awarded by and under the control of the District and performed by the Contractors during the term of this Agreement (collectively referred to as the "Project"). Construction of any phase, portion, section or segment of the Project 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. Once accepted by the District, this Agreement shall have no force or effect on such portion of the Project accepted by the District.

- 2.2 This Agreement shall not apply to work covered by the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and that any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians *except* that Articles 5 (No Strike-No Lockout), 6 (Work Assignments and Jurisdictional Disputes) and 11 (Grievance Dispute Resolution Procedure) of this Agreement shall apply to such work performed under these agreements.
- 2.3 This Agreement shall apply only to construction craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to a Contractor's supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, timekeepers, messengers, guards, or any other employees above the classification of general foreman, or inspectors, material testers, and/or x-ray technicians, *except* to the extent that such supervisors, inspectors, material testers, and/or x-ray technicians are customarily covered by the local master collective bargaining agreement negotiated between a Union and its historically recognized bargaining party ("Schedule A agreement") and as to which classification a prevailing wage determination has been published. The Schedule A agreements of the Unions are identified in Exhibit D to this Agreement and incorporated herein by reference.
- 2.4 All off-site manufacture and handling of materials, equipment or machinery shall not be covered by this Agreement; *provided*, however, work performed by any of the Unions, including pre-fabrication of materials that are directly part of the Project and are traditionally performed under the provisions of an existing Schedule A agreement of a signatory Union(s), shall be covered by the terms and conditions of this Agreement; *provided further*, that lay-down or storage areas or equipment or material manufacturing (pre-fabrication) sites dedicated solely to the Project or Project work, and the movement of materials or goods between the Project site and such dedicated site(s), as well as between locations on the Project site, and the delivery and removal of construction materials and supplies, including, but not limited to, ready-mix concrete, asphalt, aggregate, sand or earth that are directly incorporated into a work process or debris, earth or other waste construction materials removed from the Project site, shall be covered by the terms and conditions of this Agreement.
- 2.5 After installation by the Contractors and upon notice of completion, it is understood the District reserves the right to perform operation, repair, maintenance or revision of equipment or systems with persons of its choice. If required, the service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

2.6 It is expressly agreed and understood by the parties hereto that the District shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on the Project site not covered by this Agreement.

2.7 **EXCLUSIONS:** The items specifically excluded from the scope of this Agreement include the following:

- (a) Furniture, equipment and machinery owned or controlled by the District; however, the installation of office modular furniture shall be covered by this Agreement;
- (b) All employees of the District, design team or any other consultant of the District not performing construction craft labor within the scope of this Agreement;
- (c) Any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies, or their contractor(s); or by utilities or their contractor(s);
- (d) Off-site maintenance of leased equipment and on-site supervision of such work; and
- (e) The testing and calibration of specialty equipment necessary to protect the manufacturer's or vendor's warranty.

2.8 The parties agree that the District, at its sole option, may terminate, delay, and/or suspend any and all portions of the work covered by this Agreement at any time. Further, the District may prohibit some or all work on certain days or during certain hours of the day to mitigate the effect of the ongoing Project work on the businesses and residents in the vicinity of the Project site and/or require such operational or schedule changes that may be deemed necessary, in its sole judgment. Any operational or schedule changes shall be subject to any applicable wage provisions included in a Schedule A agreement.

ARTICLE 3

SUBCONTRACTS

3.1 Each of the Contractors agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by executing the Agreement to be Bound attached hereto as Exhibit C and incorporated herein. Any Contractor working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this

Agreement. Subject to the provisions of Section 2.4, above, the furnishing of materials, supplies or equipment and the delivery thereof shall in no case be considered subcontracting, if not otherwise covered in the scope of work of this Agreement.

- 3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with a Contractor to perform on the Project any part or portion of the construction work covered by the scope of this Agreement, including the operation of construction equipment, performance of labor and/or installation of materials. The furnishing of supplies, equipment, or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, including the removal of debris and/or excess construction materials as well as delivery of materials directly incorporated into a work process, as described in Section 2.4 of this Agreement, shall be covered within the scope of this Agreement and, specifically, this Article 3, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations.
- 3.3 The Contractors have the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, such Contractor shall continue to have such primary obligation.
- 3.4 Any Contractor who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds (collectively referred to as "Fringe Benefit Trust Funds"), except as provided in the Labor Code.
- 3.4.1 All Contractors will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the lower tier Contractor. Written notice at a Pre-Job/Mark-up meeting (as described in Section 8.2 of this Agreement) shall be deemed written notice under this provision for those lower tier Contractors listed at the Pre-Job/Mark-up meeting only.

- 3.4.2 Thereafter, if such lower tier Contractor should become delinquent in the payment of any wages or benefits as above specified, it shall immediately give written notice thereof to the Prime Contractor and any affected Contractor(s) and Union(s) specifying the nature and amount of such delinquency.
- 3.4.3 In the event any Contractor fails to give written notice of a subcontract as required herein, such Contractor shall be liable for all delinquencies of the subcontractor on this Project only without limitation.
- 3.4.4 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.
- 3.4.5 Nothing in this Agreement is meant to interfere with the normal enforcement or collection rights of any of the Fringe Benefit Trust Funds, including the withholding of workers.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Contractor or the Coordinator (as described in Article 7 of this Agreement) unless signed by such parent, affiliate, subsidiary, or other division of such entity.
- 4.2 Subject to the provisions of Article 3, above, each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the signatory Union(s) and the Contractor respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractors and the other Unions party to this Agreement.

- 4.4 It is recognized by the parties to this Agreement that the Contractors and Coordinator are acting only on behalf of said Contractors and Coordinator, and said Contractors and Coordinator have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason including, but not limited to, disputes relating to the negotiation or renegotiation of the local collective bargaining agreements that serve as the basis for the Schedule A agreements, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes by the Union or employees working under this Agreement against any Contractor covered under this Agreement on the Project. There shall be no lockout by any Contractor. Failure of any employee employed under this Agreement, to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or by any other organization or individual, where such picket line is directed at the Project, or a Contractor or employer working on the Project, resulting in the failure of one or more employees employed under this Agreement to engage in Project work as directed by his/her Contractor or other disruption of Project work, is a violation of this Article. The Prime Contractor and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.
- 5.2 If a Contractor contends that any Union has violated this Article or Section 6.3, below, it will notify in writing the Chief Executive Officer of the Council, the Coordinator, the business manager/senior executive of the involved Union(s), and the Prime Contractor. The Chief Executive Officer 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 this Article.
- 5.3 If the Union contends that any Contractor has violated this Article, it will notify the Contractor, the Prime Contractor and the Coordinator setting forth the facts that the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5.4. The Prime Contractor shall promptly order the involved Contractor(s) to cease any violation of this Article.

- 5.4 The following procedure must be instituted by a party to this Agreement prior to or in lieu of any other action at law or equity, when a breach of Section 5.1, above, or Section 6.3, below, is alleged:
- 5.4.1 The party invoking this procedure shall notify John Kagel, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, Robert Hirsch shall be appointed the alternate, or, if he is unavailable, he shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party(ies) 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 electronic mail, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.
- 5.4.2 Upon receipt of said notice, the arbitrator named above or his alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- 5.4.3 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 twenty-four (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.
- 5.4.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1, above, or of Section 6.3, below, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. 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) calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 5.4.5 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 5.4.4 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 or in the applicable Schedule A 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(ies) first alleging the violation.

- 5.4.6 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.
- 5.4.7 The fees and expenses of the arbitrator shall be paid by the losing party.
- 5.5 The District is a party in interest in all proceedings arising under this Article and Articles 6 and 11 and its designated representative and the Coordinator shall be sent contemporaneous copies of all notifications required by these Articles.
- 5.6 If the arbitrator determines in accordance with 5.4.4 above that a work stoppage has occurred, the respondent Union shall, within eight (8) hours of receipt of the award, direct all the employees it represents on the Project to return immediately 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 obligation immediately to instruct, order, and use its best efforts to cause a cessation of the violation and a return to work of the employees it represents, then the respondent Union shall pay a sum as liquidated damages to the Contractor, and shall pay an additional sum per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the arbitrator determines in accordance with Section 5.4.4 above that a lockout has occurred, the respondent Contractor shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent Contractor shall pay a sum 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 appropriate and designated by the arbitrator) and shall pay an additional sum per shift thereafter in which compliance by the respondent Contractor has not been completed. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars (\$10,000.00) nor more than twenty-five thousand dollars (\$25,000.00) for each shift.

5.7 Withholding employees, but not picketing, for failure of a Contractor to tender trust fund contributions as required in Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article; *provided* the applicable Union provides written notice to the affected Contractor, the District and the Coordinator seventy-two (72) hours prior to exercising its rights under this provision and an opportunity to cure the delinquency by rendering payment to the applicable employees or Trust Funds.

5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article or Section 6.3 shall be subject to the grievance and arbitration procedures of Article 11 of this Agreement.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES—NORTHERN CALIFORNIA PLAN

6.1 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 the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

6.2 All jurisdictional disputes between or among Building and Construction Trades Unions, parties to this Agreement, 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, binding, and conclusive on the Contractors and Unions parties to this Agreement.

6.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Santa Clara & San Benito Counties Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

- 6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 6.4 As provided in Section 8.2, below, Prime Contractor will conduct pre-job conferences for all Contractors with the Unions prior to commencement of work by the Contractors. At these conferences all jurisdictional assignments will be announced. The Council and representatives of the District shall be advised in advance of all such conferences.

ARTICLE 7

COORDINATOR

- 7.1 The District shall appoint a Coordinator ("Coordinator") who is responsible for the administration and application of this Agreement.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the periodic joint Labor/Management and Pre-Job/Mark-up meetings referred to in Article 8, below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS AND PRE-JOB/MARK-UP MEETINGS

- 8.1 A joint Labor/Management meeting will be held on a periodic basis between the Coordinator, the Contractors, the Council and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the craft workers and the Contractors on the Project. These periodic meetings will also include discussion of the safety, scheduling, productivity and compliance with applicable laws and regulations for the work performed on the Project.

8.2 Upon request by the Council, a Pre-Job/Mark-Up meeting shall be held after a construction contract has been let to a Contractor (which includes a subcontractor at any tier) and prior to the commencement of work. The purpose of the Pre-Job/Mark-Up meeting is: (1) to establish the scope of work in each Contractor's contract; and (2) to have each Contractor make its work assignments in accordance with Section 6.1 of this Agreement for the work within the scope of its construction contract. The work assignments shall be made in writing. Contractors shall be responsible for providing complete information on their assignments of work. Any craft objecting to the Contractor's proposed assignment of work shall have seven (7) calendar days from the date of the Pre-Job/Mark-Up meeting to submit written objections to the Contractor, the Coordinator and the Council before the Contractor makes the work assignments final.

8.3 The Coordinator will schedule and attend all Pre-Job/Mark-Up meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The Contractor(s) retain full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:

- (a) Plan, direct and control the operation of all the work;
- (b) Decide the number and types of employees required to perform the work safely and efficiently;
- (c) Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required;
- (d) Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite;
- (e) Discharge or discipline employees for just cause;

- (f) Assign and schedule work at its sole discretion and determine when overtime will be worked. Assignments of work shall be adhered to unless or until written notice from the appropriate authority of a changed assignment is issued. There shall be no refusal by a craft to perform overtime work; however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure under this Agreement; and
- (g) Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or design, subject to the provisions of Section 2.4 and Article 21 of this Agreement.
- (h) The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 10

WORK RULES

- 10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s). Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craft persons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4 Employees shall be at their place of work (as designated by the Contractor at the Pre-Job/Mark-Up meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

- 10.5 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District, its member organizations, or others who are not covered by this Agreement.
- 10.6 Contractors shall provide rest periods in accordance with the Schedule A agreements and Industrial Welfare Commission Order No. 16-2001. Any dispute regarding rest and meal periods provided in this Section 10.6 shall be resolved exclusively under the provisions of Article 11 of this Agreement.
- 10.7 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement *except* the delivery of those materials provided for under sections 2.4 and 3.2 of this Agreement. Unloading of the above will be performed by the Contractors' employees.
- 10.8 The Contractor(s) and the Unions recognize the necessity for promoting efficient construction work operations. However, the lawful manning provisions of the applicable craft's Schedule A agreement shall be recognized.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 This Agreement is intended to provide close cooperation between management and labor. The Prime Contractor and the Council shall each assign a representative to the Project for the purpose of assisting the local Unions, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously, and without interruption, delays, and work stoppages.
- 11.2 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Schedule A agreement of the applicable craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

All Project labor disputes involving the application or interpretation of a Schedule A agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the dispute resolution procedures contained in such Schedule A agreement. All disputes relating to the interpretation or application of

this Agreement shall be resolved through the grievance and arbitration procedure set forth herein except an alleged violation of Article 5 and Section 6.3 which shall be resolved through the procedures set forth in Section 5.4 et seq.

11.4 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation, or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein ("Grievance Procedure"). No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf, or the District on its own behalf) provides notice in writing to the signatory party with whom it has a dispute (with a copies to the Council and Coordinator) within seven (7) business days after becoming aware of the dispute, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 11.4 may be extended by mutual agreement (oral or written) of the parties.

11.5 Grievances arising out of Section 11.4, above, shall be settled according to the following procedures:

Step 1: Within five (5) business days after receipt of the written notice of the grievance, the parties to the grievance shall confer and attempt to resolve the grievance. In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may refer the dispute to Step 2; or, if neither party is a Union, then to Step 3.

Step 2: The applicable Union International representative and the other party shall meet within seven (7) business days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the other party. If the parties fail to reach an agreement, then the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) business days thereafter.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected from a permanent panel of arbitrators consisting of William Engler, William Riker, Thomas Pagan, John Kagei, and Robert Hirsch, who will hear grievances filed pursuant to this Article. Should the parties be unable to agree mutually on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one (1) name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend time for arbitration, the last stricken Arbitrator

will be selected. A reasonable time is defined as fifteen (15) calendar days where the grievance concerns employment discharge and thirty (30) calendar days for all other grievances.

- 11.6 The decision of the arbitrator shall be binding on all parties. The arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties.
- 11.7 The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the arbitrator.
- 11.8 The time limits specified in any step of the grievance procedure set forth in this Article may be extended by mutual agreement of the parties initiated by the written request of one party to the other at the appropriate step of the grievance procedure. Failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievances with prejudice. In order to encourage the resolution of disputes and grievances at Step 1 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

- 12.1 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 construction craft work under the Scope of this Agreement. All employees shall, however, be required to tender dues and fees uniformly required to be paid by members to the appropriate Union on or before the eighth (8th) day of consecutive or cumulative employment on construction craft work under the Scope of this Agreement.
- 12.2 The Contractors recognize the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.

- 12.3 Authorized representatives of the Unions shall have access to the Project site during established working hours, provided they do not unduly interfere with the work of the employees, and further provided, that such representatives fully comply with the visitor safety and security rules established for the Project.
- 12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the business manager or business agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the affected Contractor agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The working Steward will be subject to discharge for just cause to the same extent as other employees provided, however, that the Union shall be notified twenty-four (24) hours prior to the discharge.
- 12.7 The Steward shall remain on the job until its completion, or until no more than three (3) employees are left on the job, provided the Steward is qualified to perform the work remaining to be done, unless the Steward is removed by the business manager/senior executive of the applicable Union.

ARTICLE 13

REFERRAL

- 13.1 To the extent permitted by law, the following shall apply: For signatory unions now having a job referral system contained in a Schedule A agreement, the Contractors agree to comply with such a system and it shall be used exclusively by such Contractors, together with the procedures set forth in Section 13.3 below, as appropriate. Such job referral system shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those that require equal employment opportunities and non-discrimination.
- 13.2 The parties also recognize and support the District's commitment to provide opportunities for participation on the Project to regular, experienced employees (core employees) of a Contractor awarded work on this Project and who do not

traditionally work under a local collective bargaining agreement. In furtherance of this commitment, the parties agree that such Contractor awarded work on the Project may employ their regular local experienced work force, pursuant to the procedures described below, where the employees so designated as a "regular, experienced employee" meet the following qualifications:

- (a) Possesses any license required by state or Federal law for the Project work to be performed;
- (b) Worked at least three thousand (3,000) hours in the applicable trade or craft;
- (c) Has been employed by the Contractor for at least ninety (90) days of the one hundred twenty (120) days immediately preceding the Contractor's start of Project work; and
- (d) Have the ability to safely perform the basic functions of the applicable craft or trade.

As its first employee for work on the Project, the Union shall refer a worker pursuant to the referral procedures referenced in Section 13.1, above. The Contractor may then directly employ one (1) of its qualified "regular, experienced employees" that is referred pursuant to the referral procedures referenced in Section 13.1. This alternating procedure of referral shall continue until a maximum of five (5) qualified "regular, experienced employees" have been referred to the Contractor. The maximum number of "regular, experienced employees" employed by a Contractor under this procedure shall be five (5). All additional employees shall be requested and referred pursuant to Section 13.1, above. On layoffs, the Contractor shall reverse the alternating process with respect to the employment of "regular, experienced employees" on the Project such that with the employment of ten (10) or fewer employees, there is an equal number or fewer "regular, experienced employees" in relation to those workers referred by the Union employed on construction work under the Scope of this Agreement. The Contractor shall notify the appropriate Union of the name and Social Security number of each regular, experienced employee to work on the Project and each such employee shall register with the Union's hiring hall before commencing work on the Project. If there is any question regarding an employee's eligibility under this Subsection 13.3, the Contractor shall provide satisfactory proof of such at a Union's request.

13.3

The Union(s) will exert their best efforts to recruit and dispatch to the Contractors sufficient numbers of skilled craftspersons, including those residing in geographic area covered by the Milpitas Unified School District, to the extent such preferential dispatching is permissible under applicable laws and hiring hall procedures/bylaws

of the applicable Union. All parties to this Agreement agree to participate in and comply with the provisions of the Construction Careers Program, as more completely described in Exhibit C to this Agreement.

- 13.4 In the event that a Union is unable to fill any requisition for one (1) or more employees within forty-eight (48) hours after such requisition is made by a Contractor, or (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants meeting the qualifications sought from any other available source as per the applicable Schedule A agreement. The Contractor shall promptly notify the Union of any applicants from other sources.

ARTICLE 14

NON-DISCRIMINATION

- 14.1 The Contractors and the Union agree that they will not discriminate against any employee or applicant for employment because of race, color, ethnic group identification, national origin, ancestry, religion, gender, age, marital status, political affiliation, membership or non-membership in a labor organization, disability or AIDS/HIV status, medical conditions, sexual orientation, gender identity, domestic partner status, or status as a Vietnam-era veteran, and shall provide equal employment opportunity for all persons in all job categories of employment based only upon job-related bona fide occupational qualifications. The Unions shall cooperate with the Contractors obligations to ensure that applicants are employed and that employees are treated during employment without regard to such status. Relevant employment actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, suspension or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved Contractor for consideration and resolution.

ARTICLE 15

APPRENTICES

- 15.1 The parties recognize the need to maintain continuing support of effective programs designed to develop adequate numbers of competent workers in the construction industry. The Contractors shall employ apprentices in their respective

crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

- 15.2 The Contractors agree to employ, and the Unions agree to cooperate in furnishing, apprentices from state certified jointly administered apprenticeship programs. The apprentice ratio for each craft shall be in compliance with California Labor Code Section 1777.5 and approved apprentice standards for that craft.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

- 16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage and fringe benefit scales contained in the applicable Schedule A agreement and in compliance with the applicable general prevailing wage determination made by the California Director of Industrial Relations pursuant to the California Labor Code.
- 16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining unit on the effective date as set forth in the applicable Schedule A agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements as set forth in the applicable Schedule A agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds, and hereby ratify and accept the trustees so appointed as if made by the Contractors.
- 16.4 Each Contractor shall be required to certify in writing that it has paid all wages and benefit contributions due and owing prior to receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Prime Contractor, the Prime Contractor shall work with any Contractor that is delinquent in payment of benefit contributions or wages to assure that proper benefit and wage payments are made, to the extent of withholding otherwise due payments owed such delinquent Contractor until such payments have been made or otherwise guaranteed.

- 16.5 When an employee is laid-off or terminated, the employee shall be paid wages due immediately. If an employee voluntarily terminates his or her employment, then the Contractor shall pay the wages due in accordance with California State Law.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

- 17.1 Hours or Work: The work week will start on Monday and conclude on Sunday. Eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 5:30 p.m. with one-half (1/2) hour designated for lunch midway through the shift. Forty (40) hours per week, Monday through Friday, shall constitute a regular week's work. The foregoing provisions of this Article are applicable unless otherwise provided in the California general prevailing wage determinations made by the California Director of Industrial Relations pursuant to the California Labor Code. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
- 17.2 Overtime: Overtime will be in compliance with the applicable California general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code and applicable Schedule A agreement.

ARTICLE 18

HOLIDAYS

- 18.1 Holidays will be in compliance with the applicable Schedule A agreement.

ARTICLE 19

REPORTING PAY

- 19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid for actual hours worked.

- 19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the applicable Contractor or its designated representative.
- 19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits, in which case the employee shall be paid for the actual time worked.
- 19.2 It will not be a violation of this Agreement when the District or Contractors consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the District or Contractors request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 20

HEALTH AND SAFETY

- 20.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractors, be bound by such safety rules and regulations as may be established by the District and Contractors and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 20.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractors. Nothing in this Agreement will make the Unions(s) liable to any employee or to other persons in the event that injury or accident occurs.
- 20.3 This Project shall be a drug free workplace. Workers shall not possess, use, be under the influence of, provide, dispense, receive, sell, offer to sell alcohol and/or controlled substances as defined by law while on the District's property. All employees and applicants for employment shall adhere to the substance testing policy of the applicable Schedule A agreement. Violation of this provision shall subject the employee to discipline up to and including termination.

ARTICLE 21

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

- 21.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractors.
- 21.2 All employees will comply with the security procedures established by the Contractors and the District.

ARTICLE 22

CALL-INS

- 22.1 When employees are called in to work at times other than their regularly established shift, they shall be paid not less than four (4) hours at the applicable overtime rate for that day.

ARTICLE 23

HELMETS TO HARDHATS

- 23.1 The Contractors and the Unions 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 Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 23.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE 24

ENTIRE AGREEMENT

- 24.1 The provisions of this Agreement, including the Schedule A agreements which are the local master collective bargaining agreements of the signatory unions having jurisdiction over this Project and which are listed in Exhibit B to this Agreement and 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 that may conflict with or differ from the terms of this Agreement, *except* as specifically provided for in Article 1 of this Agreement. Where a subject covered by this Agreement is also covered by a Schedule A agreement, the provisions of this Agreement shall apply and supersede the Schedule A agreement. Where a subject is covered by the provisions of a Schedule A agreement and is not covered by this Agreement, the provisions of the Schedule A agreement shall prevail.
- 24.2 The Schedule A agreements incorporated as part of this Agreement shall continue in full force and effect for the work covered under the Scope of this Agreement until such time as the Union and/or contractor parties to the Schedule A agreement notify the District and Coordinator that a new or modified agreement has been reached. The notice to the District and the Coordinator shall describe the new or revised terms and the effective date of such terms. Such new or revised terms contained in the negotiated Schedule A agreement shall replace the current Schedule A agreement incorporated herein and the effective dates therein shall be recognized under this Agreement; *provided*, the Contractors shall have seven (7) calendar days following written notice by the Unions to implement any new or modified terms that are retroactive in effect and which are applicable to employees working on the Project; *provided further*, that any new or modified provision in a negotiated Schedule A agreement that applies only to this Project and is less favorable to the Contractor than those uniformly required of employers covered by the Schedule A agreement shall not apply to this Agreement.
- 24.3 The parties agree that this Agreement, together with the Schedule A agreements, constitute an integrated, self-contained, stand-alone agreement, and that by virtue of having become bound to this Agreement, the Contractors 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. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the Schedule A agreements, shall be resolved according to the procedures set forth in Article 11 of this Agreement; *provided*, however, that should a dispute involve a single Schedule A agreement and a contractor signatory thereto, and not involve the interpretation or application of this Agreement, such dispute shall be processed and

resolved pursuant to the dispute resolution procedure of the applicable Schedule A agreement. Should there be a dispute as to whether the provisions of Article 11 apply or the dispute resolution procedures of the Schedule A agreement apply, then the matter shall be presented in writing initially to an arbitrator selected under Article 11 of this Agreement to resolve such issue.

- 24.4 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment on the Projects covered herein, and that during the term of this Agreement, neither the Contractors, nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the District.
- 24.5 Any other agreement or modification of this Agreement must be reduced to writing and signed by the parties.
- 24.6 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.
- 24.7 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE 25

GENERAL SAVINGS CLAUSE

- 25.1 It is not the intention of either the Contractors or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractors and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning

the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE 26

DURATION OF AGREEMENT

26.1 This Agreement shall become effective on the day the District awards the first contract covered by the scope of this Agreement and shall continue in full force and effect until completion of the scope of the Project as specifically described in Article 2, Section 2.1, of this Agreement.

26.2 The parties may mutually agree in writing to amend, extend, modify or terminate this Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first written above.

MILPITAS UNIFIED SCHOOL DISTRICT

**SANTA CLARA and SAN BENITO
COUNTIES BUILDING &
CONSTRUCTION TRADES COUNCIL**

By: Cary Matsuoka
Cary Matsuoka,
Superintendent

By: Neil Stuthers
Neil Stuthers,
Chief Executive Officer

Signatory Unions:

Mel Bresnan
Insulators Local #16

Mark L. Shaw
Boilermakers Local #549

Robert P. John
Bricklayers Local #3

AKK
Northern California Regional
Council of Carpenters for and on
behalf of their affiliated crafts

Tom Howard
Sheet Metal Workers Local #104

James DeBurr
Operating Engineers Local #3

Chas. Chas. L.
Painters District Council #16

Henry R. Smith
Sprinkler Fitters Local #483

Bill Hoyt
Teamsters Local #287

Joseph B. Toback
Sign & Display Local #510

Robert D. Sigler
Elevator Constructors Local #8

Robert Rios
Roofers Local #95

James Justice
Iron Workers Local #377

Ernest S. Arzuffo
Laborers Local Union #270

Robert M.
Cement Masons Local #400

Ronald Pfeiffer
Electrical Workers Local #372

Walter M.
Plasterers Local #300

James A.
United Association Local #393

W.J.
Laborers Local #67

EXHIBIT A

PROJECT LIST

	Project Name	Estimated Start Date
1	Burnett Elementary School Modernization	2013
2	Spangler Elementary School Modernization	2013
3	Randall Elementary School Modernization	2013
4	Weller Elementary School Modernization	2013
5	Rancho Middle School Modernization	2013
6	Milpitas High School: Swimming Pool Replacement	2013

EXHIBIT B

MILPITAS UNIFIED SCHOOL DISTRICT CONSTRUCTION CAREERS PROGRAM

Section 1—PROGRAM OBJECTIVES

The objectives of the Milpitas Unified School District Construction Careers Program (“Program”) are:

1. Prepare students for advancement academically by providing relevance to math and science through the application of construction activities;
2. Provide knowledge for future careers within the construction industry including, but not limited to: apprenticeship; engineering; estimating; architecture; and construction management; and
3. Provide expertise and resources to support development and implementation of Career-Tech courses and to revise curriculum content on math, science and other areas to support a pathway for students.

Section 2—INDUSTRY STEERING COMMITTEE

In order to facilitate the goals of this Program, the District agrees to become a member of the Santa Clara Construction Careers Association (“S4CA”). There shall be no fees associated with membership in S4CA. SC4A will act as the Industry Steering Committee and will provide technical assistance and job/intern placement on behalf of the District for teachers who agree to participate in the Program. The purpose of the Industry Steering Committee will be to assist and aid in implementing the District’s participation in the Program. Additionally, S4CA and the Santa Clara & San Benito Counties Building Trades Council (“Council”) will actively work to identify sources of educational and financial support, including state, federal and private funding.

EXHIBIT C

MILPITAS UNIFIED SCHOOL DISTRICT

PROJECT STABILIZATION AGREEMENT

AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the Milpitas Unified School District Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Project Stabilization Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto;
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule Agreement as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Date: _____

(Name of Contractor)

(Authorized Officer & Title)

(Name of Prime Contractor or
Higher Level Contractor)

(Address)

(Phone #) (Fax #)

Contractor's License Number

Motor Carrier Permit (CA #)

EXHIBIT D
APPLICABLE SCHEDULE A AGREEMENTS

International Association of Heat Frost Insulators and Allied Workers, Local #16
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #549
United Union of Roofers, Waterproofers and Allied Workers, Local #95
International Union of Bricklayers and Allied Craftworkers, Local #3
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Master Agreement for the State of California and vicinity
46 Northern California Counties Carpenters Master Agreement for Northern California
Laborers Master Agreement for Northern California
Sheet Metal Workers' International Association, Local #104
Operative Plasterers and Cement Masons, Local #400
Operating Engineers Local #3 Master Agreement for Northern California
International Brotherhood of Electrical Workers, Local #332
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Sprinkler Fitters, Local #483
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local #393
International Brotherhood of Teamsters, Local #287
Laborers International Union of North America, Local #67
International Union of Elevator Constructors, Local #8
International Union of Painters and Allied Trades, District Council #16
International Union of Painters and Allied Trades, Sign & Display, Local #510