

PROJECT STABILIZATION AGREEMENT

For The

OHLONE COMMUNITY COLLEGE DISTRICT

PREAMBLE

This Agreement is made and entered into on this date _____, 2013, by and between the Ohlone Community College District ("District") together with other contractors and/or subcontractors, including construction building material delivery truckers, trucking companies and trucking brokers, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Exhibit A), ("Contractor/Employer(s)"), the Alameda County Building and Construction Trades Council and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved, ("Union(s)").

Recitals

WHEREAS, the large, complex, multi-craft, and long-term Projects described in this Agreement have been designated by the District as ones in which a Project Stabilization Agreement Requirement applies; and

WHEREAS, the Contractor/Employers will be engaged in construction of the Project; and

WHEREAS, a skilled labor pool represented by Building Trades Unions will be required to complete the work involved; and

WHEREAS, the Unions and the District wish to insure labor peace at the jobsite devoid of any disruption that could jeopardize the schedule and timeliness of the construction process, where both contractors that are signatory to collective bargaining agreements of the Unions are supervising employees that are members of the Unions and where contractors that are not signatory to collective bargaining agreements are also supervising employees.

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractor/Employers; 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 result 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 Contractor/Employers, and further to encourage close

cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects, or to reject all bid proposals, or to use alternative project delivery methodologies;

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

ARTICLE 1
DEFINITIONS

1.1 “Agreement” means this Project Stabilization Agreement.

1.2 “District” means the Ohlone Community College District

1.3 “Contractor/Employer(s)” means all contractors and subcontractors at all tiers, any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction work necessary for any part of the Project, including construction building material delivery truckers, trucking companies and trucking brokers, who agrees, under contract with the contractor(s), or a subcontractor of the contractor, to perform on the project, any part or portion of the construction work covered by the prime contractor, including the operating of construction equipment, performance of labor and/or installation of materials.

1.4 “Construction Contract(s)” means all of the contract(s) for construction of the Projects.

1.5 “Union” or “Unions” means the Alameda County Building Trades Council and any other labor organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

1.6 “Project Manager” means the person or persons or business entity designated by the District to oversee all phases of construction on the Project.

1.7 “Projects” is defined to include all phases of the construction of new facilities and upgrading and repair to all existing facilities covered in construction contracts executed by the District and that are covered by this Agreement in Section 3.1.

1.8 “MLA” means the local master labor agreement of a Union signatory to this Agreement and which is listed in Appendix A.

1.9 “Substantial Completion” shall mean the stage in the progress of the construction work when the construction work sufficiently complete in accordance with the contract documents so that the District can occupy or use the construction work for its intended use.”.

ARTICLE 2
PURPOSE

2.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to ensure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. 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, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and District satisfaction.

2.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.

2.3 It is in the interest of the parties to this Agreement to utilize resources available in the local area, including those provided by minority and women-owned enterprises. To that end, the parties to this Agreement will exert their best efforts to hire local residents and utilize the products and services of Alameda County and Santa Clara County businesses.

ARTICLE 3
SCOPE OF AGREEMENT

3.1 The District will apply this Agreement as a contract specification to the award of those construction contracts which are described as included Projects in Exhibit "B" to this Agreement. In the event additional funding becomes available and secured to perform District projects and the District creates or identifies a new project(s) or expands a project previously identified as an excluded project in Exhibit B to this Agreement, the Parties shall meet and confer to determine whether it should be a Project covered by this Agreement.

3.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractor/Employers' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, , supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers and/or x-ray technicians are customarily covered by the applicable Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.

3.3 This Agreement covers, without limitation, all on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Projects that is within the craft jurisdiction of one of the Unions and that is part of the Projects, including, without limitation, pipelines, site preparation, survey work, demolition of existing structures and all construction, demolition or improvements required to be performed as a condition of approval by any public agency.

3.4 The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and dedicated to the Projects, and at any on-site batch plant(s) constructed solely to supply materials to the Projects, when those sites are dedicated exclusively to the Projects. This Agreement covers all on-site fabrication work over which the District or Contractor/Employer(s) possess the right of control (including work done for the Projects in any temporary yard or area established for the Projects.)

Additionally, any offsite work, including fabrication, necessary for the Projects defined herein, that is lawfully covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution of this Agreement shall be considered covered work under this Agreement

3.5 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Employers, including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

3.6 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the District of the Project or a Contractor/Employer shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role; provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer's warranty

3.7 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices. The lawful fabrication provisions of the appropriate national or local Collective Bargaining agreements shall be recognized. The Projects include work necessary for the Projects and/or in temporary yards or areas adjacent to and dedicated to the Projects, and at any batch plant(s) constructed or used solely to supply materials to the Projects, when those sites or processes are dedicated exclusively to the Projects

3.8 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed before Substantial Completion. If required, the service representative may make a final check and may direct employees covered by this agreement on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment. After installation by the Contractor/Employer(s) and one year after achieving Substantial Completion of a portion of the project or a building system by the District, it is understood the District reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the District. Any repair, maintenance or revision of equipment or systems required one year after the filing of a Notice of Completion is not covered by this Agreement and how that work is performed is entirely within the discretion of the District.

3.9 It is expressly agreed and understood by the parties hereto that the District shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.

3.10 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include:

- (a) The operation of equipment and machinery owned or controlled by the District and not directly related to the construction project;
- (b) Work that has been historically performed by other entities, such as a public utility, is not intended to be covered under this Agreement even if such work is funded all or in part by Measure G funds;
- (c) All employees of any Contractor/Employer, design team or any other consultant of the District not performing construction craft labor within the scope of this Agreement;
- (d) Off-site maintenance of leased equipment and on-site supervision of such work;
- (e) All work by employees of the District;

3.11 It is in the interest of the District to obtain the most competitive bids while maintaining the conditions of this agreement. To ensure that a competitive bid is received from a range of general contractors, the Union(s) shall assist the District in soliciting interested parties in bidding on the Projects. Additionally, the District recognizes that multiple subcontractor quotations of bid ensure the most competitive overall bid. The Union(s) shall assist the District in encouraging and soliciting local and other subcontractors in bidding to interested general contractors. In the event the project bids over the estimated value of the project, or if fewer than three (3) general contractors bid on the project(s), the District reserves the right, without reservation, to reject all bids and re-bid all Projects.

ARTICLE 4

EFFECT OF AGREEMENT

4.1 By executing the Agreement, the District and the Union(s) agree to be bound by the Agreement. Contractor/Employer(s) shall become signatory to, and agree to comply with, this Agreement by executing the Agreement to be Bound. The District is an owner of the Project, but shall not be considered an employer or joint employer for any work covered by this Agreement, and, with regard to its employment practices, is not bound by provisions of this Agreement applicable to Contractor/Employer(s). To promote project stability and economic savings, to ensure that the work on the Project will not be subject to major disruption, and to maintain a spirit of harmony, cooperation and labor-management peace, including establishing an effective and expeditious method for the settlement of all labor misunderstandings, disputes or grievances that may arise, the District shall require that all Contractor/Employer(s) execute the Agreement to be Bound prior to commencing performance.

4.2 By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Exhibit A. A copy of each executed Agreement To Be Bound shall be provided to the District. If the Contractor/Employer refuses to execute the Agreement To Be Bound, then such Contractor/Employer shall not be awarded a Construction Contract to perform work on the Project.

4.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Contract, the Contractor/Employer(s) shall provide a

copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.4 The Contractor/Employer(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor/Employer(s) elect to subcontract, the Contractor/Employer(s) shall continue to have such primary obligation.

4.5 Each Contractor/Employer(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) business days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name, address and the California State License Board license number of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

4.6

(a) With regard to any Contractor/Employer that is independently signed to any MLA, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsections (b) of this Section. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory Contractor/Employer(s), and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory Contractor/Employer(s) under an MLA, except as specifically set forth in subsection (b) of this Section 4.6.

(b) If a craft union (hereafter "Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a Contractor/Employer(s) or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (a) of this Section 4.6, the Aggrieved Union may submit a claim under the jurisdictional resolution process contained in Article 7 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor/Employer(s) or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to Section 4.6(a) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award made pursuant to this Agreement, the award of any damages under the former shall be null and void ab initio.

ARTICLE 5

RELATIONSHIP BETWEEN PARTIES

5.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory

Contractor/Employer(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.

5.2 Each Contractor/Employer(s) 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/Employer(s) or any dispute between the signatory Union(s) and the Contractor/Employer(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor/Employer(s) party to this Agreement.

5.3 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 signatory Contractor/Employers and the other Unions party to this Agreement.

ARTICLE 6

NO STRIKES - NO LOCKOUTS

6.1 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, wobble, sympathy strike, picketing, or other work stoppage or handbilling for any cause whatsoever, or any other type of interference, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

6.2 In the case of nonpayment of wages and trust fund contributions on the Projects, the Union shall give the District and the Contractor/Employer(s) **three (3)** business day notice of the intent when nonpayment of trust funds has occurred and **three (3)** business days notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay his/its fringe benefit contributions or failed to meet his/its weekly payroll shall not be considered a violation of this Article.

6.3 Withholding employees for failure of a Contractor/Employer(s) to tender trust fund contributions as required in accordance with Article 17 and/or for failure to meet its weekly payroll is not a violation of this Article 6; however, the Unions shall give the affected Contractor/Employer and the District **three (3)** business days written notice prior to the withholding of employees when failure to tender trust fund contributions has occurred. There shall be three (3) business days written notice when failure to meet weekly payroll has occurred or when paychecks are determined to be non-negotiable by a financial institution normally recognized to honor such paychecks.

6.4 Should a subcontractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the general contractor issue joint checks payable to the contractor and the employee(s), or the appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor/Employer is delinquent in its fringe benefit contributions to

the funds, will provide written notice of the alleged delinquency to the affected Contractor/Employer, with copies to the general contractor and the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractor/Employers delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the general contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the general contractor agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the general contractor further agrees that the District may issue joint checks to the general contractor and the Trust Fund(s) until the delinquency is satisfied.

6.5 If a master collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

6.6 In consideration of the foregoing, the Contractor/Employer(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor/Employer(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the District's or Contractor/Employers' decision to terminate or suspend work on the site or any portion thereof for any reason.

6.7 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 12, if invoked.

6.8 Upon written notice, of any legal method, of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor/Employer(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement until the Union(s) affects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 6.

6.9 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

6.9.1 The party invoking this procedure shall immediately notify Thomas Angelo who the parties agree shall be the permanent Arbitrator under this procedure. Robert Hirsch shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious means available, with notice by e-mail, or similar means to the party alleged to be in violation and the involved Union General President.

6.9.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

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

6.9.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall 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.

6.9.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. E-mail or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 6.8.4 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 last known address or by registered mail.

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

6.9.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the parties.

6.9.8 The procedures contained in this section shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 12.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

7.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer 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.

7.2 All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Contractor/Employers, 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 Employer and Union parties to this Agreement.

7.2.1 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, D.C., 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 applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.

7.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

7.4 Each Contractor/Employer shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Contractor/Employer and the District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor/Employers may be held together.

ARTICLE 8

PRE-JOB CONFERENCES

8.1 A mandatory Pre-Job Conference will be held with each contractor prior to the commencement of work to establish the scope of work in each Contractor/Employer's contract. When a contract has been let to a Contractor/Employer(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held at either the District offices at 43600 Mission Blvd., Fremont, CA, or at the Alameda County Building Trades Council at 8400 Enterprise Way, Oakland, CA. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract.

8.2 The Contractor/Employer performing the work shall have the responsibility for making work assignments in accordance with Section 7.1 of this Agreement, and every attempt will be made to have the work assignments in writing. The Contractor/Employer will also be required to bring all relevant plans specifications and blueprints to the meeting.

ARTICLE 9 **MANAGEMENT RIGHTS**

9.1 The Contractor/Employer(s) retains 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. The lawful manning provisions of the applicable Master Collective Bargaining Agreement shall be recognized.
- C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
- D. Require all employees to observe the Contractor/Employers' 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, suspension or discipline will be handled under the applicable craft agreement.
- F. Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with provisions of this Agreement and the Master Agreements.
- 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 designator in accordance with the provisions of this Agreement, which covers the fabrication provisions and any other conflicts that are addressed in this Agreement.
- H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractor/Employers, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 10 **WORK RULES**

10.1 Work Rules shall be governed by the applicable MLA for each craft.

- 10.2 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractor/Employer(s) will provide adequate facilities for check in and out in an expeditious manner. If parking is not readily available near the jobsite, it shall be the responsibility of the Contractor/Employer(s) to provide adequate parking facilities and the means for employees to be transported from the parking facilities to and from the jobsite in an expeditious manner.
- 10.3 Employees shall be at their place of work taking into account the badge system and workplace access (as designated by the Contractor/Employer at the pre-job meeting) and ready to work at the starting time. A reasonable clean up 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.

ARTICLE 11

JOINT ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Projects. In the event a dispute arises between the District and the Unions concerning the implementation of this Agreement, the parties will informally attempt to resolve the dispute, utilizing the procedure set forth in Article 12, section 12.1.2, Step 1 of this Agreement.

11.2 The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee consisting of one District representative and one Union representative for the purpose of convening to confer in an attempt to resolve the grievance that has been filed under Article 12. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Subcommittee for resolution. The Joint Administrative Subcommittee shall meet as required to resolve grievances described in Article 12 by majority vote with such resolutions to be final and binding on all signatories of the Agreement.

ARTICLE 12

GRIEVANCE PROCEDURE

12.1 All disputes concerning the interpretation and/or application of this Agreement that do not fall within the Article 6 No-Strike/No-Lockout procedure and Article 7 Work Assignments and Jurisdictional Disputes shall be governed by the following grievance and arbitration procedure.

12.1.1 A grievance shall be considered null and void if not brought to the attention of the other party within ten (10) working days after the grievance is alleged to have occurred but in no event more than thirty (30) days after the charging party became aware of the event giving rise to the dispute.

12.1.2 Grievances shall be settled or otherwise resolved according to the following Steps and provisions:

- Step 1: The party's representative and the grievant shall attempt to resolve the grievance with the other party's representative.
- Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the grieving party to the other party for discussion and resolution.
- Step 3: In the event that the representatives are unable to resolve the dispute within the five (5) days (not including Saturdays, Sundays, and holidays) after its referral to Step 2, either involved party may submit the dispute within five (5) days (not including Saturdays, Sundays, and holidays) to the Joint Administrative Subcommittee established in Section 11.2. The Joint Administrative Subcommittee shall meet within five (5) days (not including Saturdays, Sundays, and holidays) after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance.

If a union is involved, regardless of which party has initiated the grievance proceeding, prior to the meeting of the Joint Administrative Subcommittee, the Union shall notify its international union representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties.

If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) days (not including Saturdays, Sundays, and holidays) by either party to Step 4.

At the time a grievance is submitted under this PLA or any MLA, a Union(s) may request that the District withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

- Step 4: In the event the matter remains unresolved in Step 3, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
- Step 5: The Parties agree that the Arbitrator shall be determined in accordance with the procedure set forth in Paragraph 6.5.1. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that

proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

ARTICLE 13

UNION RECOGNITION AND REPRESENTATION

13.1 The Contractor/Employer(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

13.2 All employees who are employed by the Contractor/Employer(s) shall, as a condition of employment, on or before the eighth (8) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

13.3 Authorized representatives of the Unions shall have access to the site at all times when work is being, has been or will be performed. Such representatives shall comply with reasonable visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.

13.4 A Steward shall be a working journeyman appointed in writing 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 Contractor/Employer(s) 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.

13.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.

13.6 The treatment of stewards shall be in accordance with the applicable craft Master Agreement.

ARTICLE 14

REFERRAL-LOCAL HIRE

14.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has its own core workforce, the Contractor/Employer may request by name, and the local shall honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

- (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
- (3) were on the Contractor/Employer's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award;
- (4) have the ability to perform safely the basic functions of the applicable trade; and
- (5) be an Ohlone Graduate or Fremont/Newark resident.

14.2 Hiring Hall Requirement

14.2.1 For all Projects for which the Project Budget set forth in Exhibit "B" to this Agreement is fifteen million dollars (\$15,000,000) or less, the Union will refer to such Contractor/Employer one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until such Contractor/Employer has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

14.2.2 For all Projects for which the Project Budget set forth in Exhibit B exceeds fifteen million dollars (\$15,000,000) the Union will refer to such Contractor/Employer one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until such Contractor/Employer has hired eight (8) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s).

14.2.3 For the duration of the Contractor/Employer's work the ratios described in this section 14.2 shall be maintained and when the Contractor/Employer's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employers signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such Contractor/Employers.

14.3 All Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.

14.4 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period after such request is made by the Contractor/Employer, Saturdays, Sundays and Holidays excluded, the Contractor/Employer shall be free to obtain work persons from any source ("Alternative

Employees”). Upon hiring employees from an alternative source pursuant to this section, the Contractor/Employer shall immediately notify the appropriate Local Union of the name and address of the alternative source employee hired, which employee shall be bound by the provisions of this Article.

14.5 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents within the District to meet the needs of the Project and the requirements of the industry generally. To the extent allowed by law, and consistent with the Local Union’s hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents within the District shall be first referred for Project work, including journeymen and apprentices covered by this Agreement.

ARTICLE 15
NON-DISCRIMINATION

15.1 The Unions and Contractor/Employers shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation national origin, age, religion, political affiliation, membership in a labor organization, union activity, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law. The parties to this agreement understand and agree that nothing in this agreement shall supersede or take precedence over any board policy or requirement including, but not limited to, the construction contract and general conditions for the project.

ARTICLE 16
APPRENTICES

16.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor(s) will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

16.2 Apprentices from a Bona Fide Apprenticeship Program may comprise up to the percentage of each craft’s work force at any time as provided in the applicable MLA. The Unions agree to cooperate with the Contractor/Employer in furnishing apprentices as requested up to the maximum percentage, and there shall be no restrictions in the utilization of apprentices in performing the work of their craft, providing they are properly supervised and employed in accordance with the standards of the apprenticeship committee as approved by the California Division of Apprenticeship Standards. The parties only recognize the State-approved Apprenticeship training programs administered by the Joint Labor/Management Apprenticeship Training Committees for the purposes of meeting the goals of Article 16.

ARTICLE 17
WAGE SCALES and FRINGE BENEFITS

17.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local collective bargaining agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the

applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

17.2 During the period of construction on this Project, the Contractor(s) 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 parties on the effective date as set forth in the applicable local collective bargaining agreement. The Unions shall notify the Contractor(s) in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

17.3 The Contractor(s) hereby adopt and agree to be bound by the written terms of the legally established local trust agreements 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 Contractor(s) 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 Contractor(s).

17.4 Wages due shall be paid to all employees weekly, in accordance with the Master MLAs.

17.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee is discharged or voluntarily terminates, wages due shall be paid in accordance with California State Law.

17.6 Wage rates, fringe benefits or working conditions negotiated in local collective bargaining agreements which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

ARTICLE 18 **HOURS OF WORK, OVERTIME and SHIFTS**

18.1 The hours of work, establishment of overtime and the establishment of shifts and shift pay shall be governed by the MLA for each craft. It is understood that the Community College District may, at its discretion, establish a uniform starting time and/or ending time that will be specified in the bid announcement for each contract.

ARTICLE 19 **HOLIDAYS**

19.1 Holidays and designated days off will be governed by the MLA for each craft.

ARTICLE 20 **REPORTING PAY**

20.1 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 in accordance with the MLA.

20.1.1 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 Contractor/Employer(s) or its designated representative.

20.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

20.2 It will not be a violation of this Agreement when the District or Contractor(s) 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 Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

ARTICLE 21

TRAVEL, SUBSISTENCE and ZONE PAY

21.1 Travel, subsistence and zone pay shall be governed by the Master Agreement for each craft.

ARTICLE 22

HEALTH AND SAFETY

22.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor/Employer(s), be bound by the safety rules and regulations as established and communicated by the District and Contractor/Employer(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

22.2 **Substance Abuse.** The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time at the Project site(s) are prohibited. Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policy set forth in each applicable Schedule which is incorporated herein by reference..

22.3 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor/Employer 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 Contractor/Employer(s).

22.4 A convenient supply of cold and potable drinking water shall be provided by the Contractor/Employer(s).

22.5 The Contractor/Employer(s) and Union(s) agree to abide by the District's smoke-free policy which shall be posted at each Project site.. The Contractor/Employer(s) and Union(s) understand that the District facilities are smoke free sites.

ARTICLE 23
SECURITY OF MATERIAL, EQUIPMENT and TOOLS

23.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor/Employer(s).

23.2 All employees will comply with the reasonable security procedures established and published by the Contractor/Employer(s) and the District.

23.3 Theft and/or loss of the District's tools and equipment is a major concern on the Project. The District's Security Regulations will be strictly enforced.

23.4 Violations or failure to comply with the District's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

ARTICLE 24
HELMETS TO HARDHATS

24.1 The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties 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.

24.2 The Unions and Contractor/Employer(s) 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 25
MISCELLANEOUS PROVISIONS

25.1 Counterparts. 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 signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

25.2 Warranty of Authority. 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.

25.3 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board.

ARTICLE 26
ENTIRE AGREEMENT

26.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the working rules, by-laws, constitution and other similar documents of the Unions or other Collective Bargaining Agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.

26.2 Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor/Employer(s), 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 Coordinator.

ARTICLE 27
GENERAL SAVINGS CLAUSE

27.1 It is not the intention of either the Contractor/Employer(s) 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 Contractor/Employer(s) 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 28
DURATION OF AGREEMENT

28.1 This Agreement shall become effective on the day the District Board ratifies this Agreement. The terms and conditions of this Agreement shall apply to those Projects identified in Exhibit B and shall continue in full force and effect until construction of those Projects is completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

EXHIBIT A

PROJECT STABILIZATION AGREEMENT

for the

OHLONE COMMUNITY COLLEGE DISTRICT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR/EMPLOYER) on the _____ 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 the "Ohlone 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, 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 as set forth in Article 17 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.

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

Project: _____

(Address)

Phone)

Fax)

Motor Carrier (CA) Permit Number

SIGNATURES

Ohlone Community
College District

Alameda County Building
& Construction Trades Council

Gari Browning, Ph.D
President/Superintendent

Andreas Cluver,
Secretary-Treasurer

Bricklayers & Allied Craftsmen, Local 3

By: _____

**Northern California Carpenters
Regional Council** (on behalf of Carpenters,
Local 713, Carpenters, Local 2236, Lathers,
Local 68L, Millwrights, Local 102,
Pile Drivers, Local 34)

By: _____

Cement Masons, Local 549

By: _____

Electrical Workers, Local 595

By: _____

Elevator Constructors, Local 8

By: _____

Hod Carriers, Local 166

By: _____

Iron Workers, Local 378

By: _____

Laborers, Local 67

By: _____

Laborers, Local 304

By: _____

Operating Engineers, Local 3

By: _____

Plasterers, Local 66

By: _____

Roofers, Local 81

By: _____

Sheet Metal Workers, Local 104

By: _____

Painters & Allied Trades, District Council 36
(On behalf of Sign Display, Local 510)

By: _____

Sprinkler Fitters, Local 483

By: _____

Teamsters, Local 853

By: _____

**United Association of Journeymen and
Apprentices Fitting Industry, Underground
Utility & Landscape, Local 355**

By: _____

**United Association of Steamfitters,
Pipefitters, Plumbers, & Gas
Fitters, Local 342**

By: _____

**District Council of Plasterers & Cement
Masons of Northern California**

By: _____

**District Council No. 16 Northern
California International Union of
Painters & Allied Trades**

By: _____

**District Council of Iron Workers of the
State of California & Vicinity Trades**

By: _____

**Northern California District
Council of Laborers**

By: _____

**MEMORANDUM OF UNDERSTANDING
OHLONE COLLEGE DISTRICT
PROJECT STABILIZATION AGREEMENT**

Notwithstanding any provision to the contrary in the Ohlone College Project Stabilization Agreement (“Project Stabilization Agreement”), this memorandum will confirm that work covered by the Project Stabilization Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Stabilization Agreement will apply to such work.

OHLONE COLLEGE

By: _____

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL UNION NO.

By: _____

Date _____

EXHIBIT B

PROJECT LIST

Proj #	Project Description	Project Budget
6101	Athletic Fields	\$8,223,556
6102	Roof Repair/Replacement	\$4,927,650
6103	Field House	\$2,038,296
6104	Site Utility Infrastructure Improvements	\$11,273,600
6105	Academic Core Buildings	\$98,933,790
6108	Parking, Road and Site Improvements	\$7,854,975
6109	Plaza & Landscape Improvements	\$14,833,338
6110	Parking Structures	\$31,911,750
6114	Renovate Building 5	\$14,696,182
6121	Renovate Building 9	\$17,090,478
6123	New Building E	\$17,324,371
6142	Hyman Hall Renovations	\$5,256,000
7104	Newark Maintenance/Warehouse Building	\$2,745,600
9101	Renewable Energy Generation	\$11,000,000
9500	Catastrophic Contingency*	\$5,500,000
9600	Program Contingency*	\$11,000,000
	Total Budget	\$264,609,586

Projects Excluded from PSA

Project Description	Project Budget
Furniture, Fixtures & Equipment (FF&E)	\$19,500,000
Technology - Instructional & Support	\$6,955,000
Quick Fix / Small Projects	\$20,485,714
Completed Projects	\$19,449,700
Planning & Support	\$18,000,000
Total Budget	\$84,390,414

Total Bond Program Budget **\$349,000,000**

Notes:

* The District reserves the right to use the Catastrophic and Program Contingency budgets on projects excluded from the PSA.

