



Action Item

TO: Board of Trustees and Superintendent

PRESENTED BY: Steve Dickinson, Assistant Superintendent – Administrative Services

BOARD AGENDA ITEM: Consideration of Approval of Final Project Stabilization Agreement for Rancho Campana High School Construction Project

BOARD MEETING DATE: December 18, 2013

BACKGROUND

The Board has expressed an interest in having local contractors and local workers for the Rancho Campana High School construction project. At a Study Session on October 9th the Board directed administration to accomplish this goal through the negotiation of a Project Labor Agreement (PLA).

ADMINISTRATIVE DISCUSSION

At a Special Board Meeting on November 25th the Board approved the Rancho Campana High School Project Stabilization Agreement. District staff and legal counsel requested additional time to make needed changes to the Agreement including: formatting, definitions, the inclusion of “Option A” within Article 5 regarding Core Employees, and the listing of all Master Labor Agreements on Exhibit 2. Those changes have now been made and agreed to by all parties.

FISCAL IMPLICATION

There are a variety of studies on the cost impact of Project Stabilization Agreements. Some studies state that there is no cost impact and some studies state that there is a cost impact of 5%-15% or more. The District will not know the cost impact of this PLA until subcontractor proposals have been received and S.C. Anderson submits a proposed Guaranteed Maximum Price (GMP) to the District as required in the Lease-Leaseback process, tentatively scheduled for the end of January 2014.

RECOMMENDATION

District Administration presents the final format of the Project Stabilization Agreement for the Rancho Campana High School construction project for consideration of approval.

PROJECT STABILIZATION AGREEMENT

COVERING CONSTRUCTION WORK

ON THE

RANCHO CAMPANA HIGH SCHOOL

OXNARD UNION HIGH SCHOOL DISTRICT

&

PRIME CONTRACTOR

&

**TRI COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL,
AFL-CIO
(VENTURA, SANTA BARBARA, SAN LUIS OBISPO,
CALIFORNIA)**

&

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

ARTICLE 1 **INITIAL PROVISIONS**

1.1 This Project Stabilization Agreement ("Agreement") is entered into by Oxnard Union High School District ("District"), Prime Contractor, the Tri Counties Building and Construction Trade Council, AFL-CIO ("Council") and its affiliated local unions; and Southwest Regional Council of Carpenters ("Southwest Carpenters"). The Council and its affiliated local unions, and Southwest Carpenters, shall be collectively referred to as the "Unions." All of the above-listed entities, which have executed this Agreement, shall be referred to collectively as the "Parties." The term "Prime Contractor" means the general contractor that enters into a Lease-Leaseback Agreement with the District.

This Agreement shall apply only to the "Project," defined as Rancho Campana High School and further defined as follows:

The project will consist, generally, of the construction of a new high school campus (including but not limited to, Administration Building, 4 Classroom Buildings, Food Service Building, Maintenance Building, Central Plant Facility, Exercise Room and Lockers, Playfields, Parking lots, Landscape and Hardscape improvements, a Performing Arts Center and other associated Civil and Offsite Improvements.)

1.2 The Project is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by any contractor(s), of whatever tier, which may include any subcontractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

1.3 As provided below, contractors and subcontractors performing "Covered Work" (as defined in Article 2) will be subject to this Agreement by executing Exhibit "1," the Employer Agreement to be Bound. All contractors and subcontractors submitting proposals on the Project are individually and collectively referred to as "Employer" or "Employers".

1.4 The Unions are labor organizations whose members are construction industry employees.

1.5 A large labor pool will be required to execute the work involved in the Project. The Parties wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project and that all construction work and related work performed by the members of the Unions on this project shall proceed continuously, without interruption, in a safe and efficient manner, and economically with due consideration for the protection of labor standards, wages, and working conditions.

1.6 The Parties have a vested interest to ensure this Project is completed by August 1, 2015, for the opening of school in the Fall of 2015 and pledge their good faith and trust to work towards a mutually satisfactory completion of this Project. The above-listed August 1, 2015, date excludes the completion of any performing arts center and associated improvements.

- 1.7 The Parties recognize that any signatory Employers are acting only on behalf of said Employers and said Employers have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Prime Contractor.
- 1.8 It is understood that the liability of the Prime Contractor is several and not joint with that of any other Employer or Union, and that the liability of each Employer is several and not joint. It is further understood that the liability of the separate Unions under this Agreement shall be several and not joint with the liability of any other Employer or Union. The liability of the Prime Contractor shall be further limited to the Project and the liability of all Employers shall be further limited to the portion of the Project controlled by that Employer.

ARTICLE 2 **SCOPE OF THE AGREEMENT**

- 2.1 Except as otherwise provided in this Agreement, this Agreement covers all on-site construction of buildings, structures and other works and related activities for the Project, which are within the craft jurisdiction of one of the Unions as defined in the "Master Labor Agreements" that are directly a part of the Project, including without limitation, all construction, demolition or improvements required as a condition of approval by any public agency. All work described in this Section 2.1 is referred to in this Agreement as "Covered Work." "Master Labor Agreement" means the local Collective Bargaining Agreements contained in Exhibit "2."
- 2.2 This agreement shall include the classifications of Building/Construction Inspector and Field Soils and Material Testers (collectively "Inspectors") as a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Prevailing Wage Determination for said craft. Every on-site Inspector performing work under these classifications pursuant to a professional service agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include inspectors certified by the Department of General Services, Division of the State Architects, under the scope of this Agreement.
- 2.3 Work excluded from the definition of Covered Work includes, but is not limited to, the following:
 - (a) Work of non-manual employees, including but not limited to, superintendents, supervisors, architects and other design professionals, staff engineers, municipal inspectors, Information Technology installers and technicians, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees; and specifically specialized work such as theatrical rigging, audio system, theatrical lighting, system programming and startup, design, and other crafts not covered under a Master Labor Agreement;

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

If any disagreement between the contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Prime Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9;

- (c) Maintenance of equipment and machinery owned or controlled and operated by an Employer or their direct employees;
- (d) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down, or storage areas) which is not covered by the fabrication provision in the Master Labor Agreement of one of the Unions;
- (e) All employees of the District, design teams (including, but not limited to, architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees that are not engaged in Project work) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that the Inspectors are a covered craft under the Agreement. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to applicable requirements of the Agreement.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;
- (f) Any work performed on or near or leading to or on the property involved in the Project that is undertaken by state, county, city, or other governmental bodies, or their contractors, or by public utilities or their contractors; or off-site work undertaken by the Prime Contractor or its contractor(s) for work which is not part of the Project or which is not required by a condition of approval for the Project:

- (g) Maintenance of leased equipment and supervision of such maintenance of work;
- (h) Work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee;
- (i) Laboratory work for specialty testing;
- (j) Non-construction support services contracted by the District or Prime Contractor in connection with this Project;

ARTICLE 3 **MANAGEMENT RIGHTS**

3.1 The Employers retain full and exclusive authority for the management of their operations. The management rights retained by the Employers, including those rights stated in this Section 3.1, are not limited except under the provisions of this Agreement or the Master Labor Agreements. The Employers shall direct their working forces at their prerogative, including but not limited to hiring, staffing levels, promotion, transfer, layoff, discipline or discharge for just cause; the assignment and scheduling of work; and the assignment of overtime work; and the promulgation of reasonable work rules. No rules, customs, or practices, shall be permitted or observed which limit or restrict production or limit or restrict the working efforts of employees. The Employers shall use the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on the production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, and the Master Labor Agreements, on the number of employees assigned to any crew or to any service.

ARTICLE 4 **SUBCONTRACTING**

4.1 The District and the Prime Contractor have the absolute right to award contracts or subcontracts on this Project to any Employer notwithstanding the existence or non-existence of any agreements between such Employer and any Union, provided only that such Employer is willing, ready, and able to execute and comply with this Agreement should such Employer be awarded work covered by this Agreement.

4.2 Nothing in this Agreement shall in any manner whatsoever limit the rights of Prime Contractor or any Employer to subcontract work or to select its contractors or subcontractors, provided, however, all Employers, at all tiers, assigning, awarding, contracting, or performing, or authorizing another to assign, award, contract, or perform Covered Work shall be required to comply with the provisions of this Agreement. Prime Contractor and every Employer shall notify each of its contractors and subcontractors of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work, that all contractors and subcontractors

at all tiers become signatory to this Agreement by signing Employer Agreements to be Bound. This Article 4 governs only the subcontracting of Covered Work.

ARTICLE 5 **CORE EMPLOYEES**

- 5.1 All Employers, not signatory to a Master Labor Agreement with the appropriate Union, may employ, as needed, first, a member of his/her core workforce, then an employee through a referral from the appropriate union hiring hall, then a second core employee, and a second employee through the referral system, and so on until a maximum of four (4) core employees are employed, after which all further employees shall be referred from the appropriate union hiring hall.
- 5.2 A “core employee” or “core workforce” means an employee whose name appeared on the Employer’s active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of any subcontract for Project work.

ARTICLE 6 **WAGES AND BENEFITS**

- 6.1 Wages.

All employees covered by this Agreement shall be classified in accordance with work performed and paid by the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under law, the Employer shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this Agreement, the Employer shall pay the wages rates established under the applicable Master Labor Agreement, except as otherwise provided in this Agreement.

- 6.2 Benefits.

Employers shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that the Employer and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Employer on the Project; and provided further, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Employer directly signatory to one or more of the Master Labor Agreements are required to make all contributions set forth in the applicable Master Labor Agreement without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Master Labor Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

Unless otherwise required by law, Employers who have fringe benefits for their core workforce equal to or better than those designated in the Master Labor Agreement do not have to pay the fringe benefit contribution designated in the Master Labor Agreement on the core workforce, as described in Article 5, and may utilize their own fringe benefits. Benefits shall be verified by a Labor Compliance Consultant. "Labor Compliance Consultant" means a third-party person or entity that performs audits for a Labor Compliance Program approved by the Department of Industrial Relations and that is mutually agreed upon by the District and the Council.

The Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Employer authorizes the parties to such trust funds 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 Employer.

6.3 Wage Premiums.

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

6.4 This Agreement shall not apply to executive employees, managerial employees, guards, or any other employees not covered by the Master Labor Agreements of the applicable Union.

ARTICLE 7 **UNION RECOGNITION**

7.1 The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

7.2 Union Membership.

No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, for the completion of Project work; provided, however, that any employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Master Labor Agreement for the period during which they are performing onsite Project work to the extent, as permitted by law, of rendering payment of the applicable monthly working dues and any non-initiation or applications fees uniformly required for membership in the Union.

- 7.3 Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. The Unions shall use their best efforts to recruit and provide an adequate number of skilled craft persons to fulfill the labor requirements of the Employers.
- 7.4 The Employers shall have the unqualified right to select and hire directly supervisors above general foreman considered necessary and desirable, without such persons being referred by the Union(s).
- 7.4.1 The Employer shall have the right to determine the competency of all employees, the number of employees required, the duties such employees within their craft jurisdiction. The Employer shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Master Labor Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Employer's commitment to employ qualified workers through the procedures endorsed in this Agreement.
- 7.5 In the event referral facilities maintained by the Unions are unable to refer the Employees, upon request of a Employer, within a forty-eight (48) hour period after such request is made by the Employer (Saturday, Sundays and holidays excluded), the Employer shall be free to obtain the remaining employees from any source.
- 7.6 The Unions shall exert their utmost efforts, including requesting assistance from other local unions, to recruit a sufficient number of skilled craftpersons to fulfill the labor requirements of the Employer(s).
- 7.7 In recognition of the fact that the communities closest to the Project will be impacted by the construction of this Project, the Parties agree to support the development of increased numbers of construction workers from residents of these communities. The Unions are encouraged to provide referrals and utilization of qualified workers from the following cities as a first tier with corresponding zip code: Oxnard Union High School District (93010, 93012, 93030, 93031, 93032, 93033, 93034, 93035, 93036, 93041, 93042, 93043, 93044, and 93036). The second tier is the County of Ventura. These areas set geographical boundaries where the Unions shall make a concentrated effort to seek construction workers.
- 7.8 A goal of 30% of all skilled trade positions shall be from workers residing within the areas described in Section 7.7.

ARTICLE 8 **NO STRIKES / NO LOCKOUTS**

- 8.1 During the life of this Agreement, the Unions, their agents, their representatives, and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other work stoppage or other kind of protest of any

kind for any cause whatsoever with respect to this Project; and there shall be no lockout by Prime Contractor or any Employer. It is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this Section, any Employer shall be entitled to hire replacement workers and/or subcontractors in accordance with the terms of this Agreement, within 24 hours of written notice to the affected Union(s) of the violation of this Agreement. In addition, the Employer may seek relief in court (and shall not be limited to the remedy provided in Article 9, Grievance Procedure), specifically including injunctive relief, to restrain any such action on the part of the Union(s), and any of its agents, representatives, or employees. In the event of a violation of this provision by the Unions or by the employees the Unions represent, an Employer whose employees have not reported to work may be replaced with any other contractor or subcontractor that executes the Agreement to be Bound.

- 8.2 Notwithstanding the provisions in Section 8.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give ten (10) business days written notice to Prime Contractor prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such Employer, or subcontractor of the Employer, Prime Contractor shall have the right to replace such Employer with any other contractor or sub-contractor that executes the Agreement to be Bound.
- 8.3 The Parties agree that project delays caused by violations of this Article will cause the District to sustain damages. They agreed that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the party in breach shall pay to the District the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the District for the delay specified, but shall not prevent the District from seeking injunctive or other monetary relief, including termination of this Agreement. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California damages to the District pursuant to Section 1671, 1676, and 1677 of the California Civil Code.

ARTICLE 9 **GRIEVANCE PROCEDURE**

- 9.1 It is mutually agreed that any question or dispute arising out of and during the term of this Agreement involving the interpretation of a specific provision and application (except as otherwise provided in this Agreement) shall be considered a grievance. Questions or disputes arising out of, or involving, the interpretation of a Master Labor Agreement shall be resolved under this grievance procedure.
- 9.2 Prime Contractor and each Employer, as well as the Unions, may initiate grievances under this Article.

- 9.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) or the Prime Contractor or the Union, as the case may be, within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered. The term "working days" as used in this article shall exclude Saturday, Sunday or holidays regardless of whether any work is actually performed on such days.
- 9.4 Grievances shall be settled according to the following procedure except that grievances that do not involve an individual grievant shall commence at Step 2.

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer. "Steward" means a representative designated by the applicable union to act in that capacity.

Step 2

If the matter remains unresolved in Step 1 after five (5) working days notice to the Unions, the alleged grievance may be referred in writing to the applicable Union(s) and the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed / faxed to Prime Contractor.

Step 3

If the matter remains unresolved in Step 2 after five (5) working days after receipt by the Union(s) and Employer(s), the grievance may be referred in writing to the applicable Union(s) involved, the Employer(s), and Prime Contractor or its Assignee(s) for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 after five (5) working days from the referral, either party may request the dispute be submitted to arbitration or the time may be extended by mutual written consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing within ten (10) days of the Step 3 referral with a copy to the Prime Contractor. An arbitrator shall be selected from a list of seven (7) arbitrators provided by the American Arbitration Association by each party striking names, with the grieving party striking first. In the event the arbitrator selected by the parties is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the last stricken arbitrator will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.

- 9.5 The arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and to receipt of the transcript.

- 9.6 Upon expiration of the time for the parties to file briefs, the arbitrator shall issue a written decision that will be served on all parties and on the Prime Contractor. The arbitrator's decision shall be confined to the issue(s) posed by the grievance and the arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any provisions of this Agreement. The arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties involved in the grievance. The District, unless it is the plaintiff or the direct defendant, and the Prime Contractor, unless the Prime Contractor is the plaintiff or the direct defendant, shall not be considered a party involved in a grievance for the purpose of sharing costs of arbitration pursuant to this Article. All other costs and expenses connection with the grievance hearing shall be borne by the party who incurs them.
- 9.8 Any party to the grievance may invite Prime Contractor to participate in the resolution of a grievance. Prime Contractor or its assignee(s) may, at its own initiative, participate in Step 1 through 3 of the grievance procedure.
- 9.9 In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, faxed, or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed, or postmarked during the extended time period.

ARTICLE 10

JURISDICTIONAL DISPUTES

- 10.1 The assignment of work will be solely the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") or any successor Plan.
- 10.2 All jurisdictional disputes on this Project, between or among the Unions and 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 method or 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 Employers and Unions, parties to this Agreement. "Building and Construction Trades Department" means the Building and Construction Trades Department of the American Federation of Labor and Congress of Industrial Organizations.
- 10.3 All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 8.1 (No Strikes/No Lockouts), and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

- 10.4 Each Employer may conduct a pre job conference with the Council prior to commencing work. Prime Contractor or its assignee(s) will be advised in advance of all such conferences and may participate if they wish.

ARTICLE 11 **LABOR/MANAGEMENT**

- 11.1 Prime Contractor or its assignee(s) shall convene a meeting with the Council, Unions, and Employers to describe the number, skill, and qualifications of employees Prime Contractor or its assignee(s) expects to need to complete the Covered Work for the Project. The parties shall work together to ensure that there are adequate numbers of skilled and qualified employees available to perform the Covered Work.
- 11.2 A pre-job conference will be held prior to the commencement of Covered Work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer covered by this Agreement a pre-job conference and/or mark-up meeting shall be required upon request of any Union, Employer, or Prime Contractor or its assignee(s).
- 11.3 Prior to the commencement of work, Prime Contractor or its assignee(s) shall establish security procedures, site regulations, safety requirements, and driving and parking regulations.

ARTICLE 12 **APPRENTICES**

- 12.1 Apprentices used for Covered Work under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS") establish a lower maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.
- 12.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.
- 12.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.
- 12.4 The Unions and the Employers shall make a good faith effort to recruit and select youth from the Oxnard Union High School District boundaries to participate in all apprenticeship programs sponsored by the signatories to this Agreement for the benefit of the Project. The Unions agree to coordinate with the Prime Contractors in outreach efforts in the Oxnard Union High School District community to achieve the objective of providing training and employment to those qualified to participate in such programs.

- 12.5 Any Party alleging a violation of this Section may file a grievance under Article 9, Grievance Procedure, commencing with Step 3 of the procedure, notwithstanding any limitations included therein.

ARTICLE 13 **HELMETS TO HARDHATS**

- 13.1 The Employers 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 Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("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.
- 13.2 The Unions and Employers agree to coordinate with the Center, which will 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 14 **GENERAL PROVISIONS**

- 14.1 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 or state government, the Employers, Council, and Unions shall suspend the operations of such Article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will comport with the intent and purpose of the Article or provision in question.
- 14.2 If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such Article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 14.3 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 14.4 This Agreement may be executed in counterpart.
- 14.5 Public Contract Code Section 2500 allows a public entity to use, enter into, or require contractors to enter into, a project stabilization agreement for a construction project only if the agreement includes certain requirements. In accordance with the provisions of Public Contract Code Section 2500, the Parties hereby agree to all of the following taxpayer protection provisions:

- (a) The Parties to this Agreement, including Employers, agree that they will not discriminate against any employee or applicant for employment on the basis of race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Project.
- (b) The Agreement permits all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements, as provided in Section 4.1 above.
- (c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random, and post accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an established program to which signatory Union(s) are currently a party shall become the project-wide substance abuse testing program, after consultation with the Unions. Until there is such a project wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, such substance abuse testing procedures as are contained in the Master Labor Agreements shall be applicable to work on the Project pursuant to their terms. "Project Labor Coordinator" means a person designated by the District to coordinate the administration of this Agreement.
- (d) The Agreement contains guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project, as provided in Article 8 above.
- (e) The Agreement provides that disputes arising from the agreement shall be resolved by a neutral arbitrator, as provided in Article 9.

14.6 Any notices required under this Agreement shall be given as follows:

To the District:

Oxnard Union High School District
309 South 'K' Street
Oxnard, CA 93030

And

S.C. Anderson, Inc.
c/o Jeff Pylman, Vice President of Operations
2160 Mars Court
Bakersfield, California 93308

And

TRI-COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO:

By: _____
Steven M. Weiner
Executive Secretary-Treasurer

UNIONS:

By: _____
ASBESTOS WORKERS LOCAL #5

By: _____
BOILERMAKERS LOCAL #92

By: _____
CEMENT MASONS LOCAL #600

By: _____
BRICKLAYERS & ALLIED
CRAFTS LOCAL # 4

By: _____
ELEVATOR WORKERS LOCAL #18

By: _____
GLAZIERS & GLASSWORKERS
LOCAL #636

By: _____
PAINTERS DISTRICT COUNCIL #36

By: _____
IBEW LOCAL #952

By: _____
ROOFERS LOCAL #36

By: _____
IRON WORKERS LOCAL #416

By: _____
SHEET METAL LOCAL #273

By: _____
IRON WORKERS LOCAL #433

By: _____
FLOORLAYERS #1247

By: _____
LABORERS LOCAL #585

By: _____
TILE, MARBLE AND TERRAZZO
LOCAL # 18

By: _____
PLASTERERS LOCAL #200

By: _____
UNITED ASSOCIATION LOCAL #484

By: _____
OPERATING ENGINEERS LOCAL #12

By: _____
UNITED ASSOCIATION LOCAL #669

By: _____
SOUTHWEST CARPENTERS LOCAL #150

EXHIBIT 1

AGREEMENT TO BE BOUND

The undersigned, as a contractor or subcontractor (hereafter "Contractor") of the Prime Contractor for the project, as defined in Section 1.1 (hereafter "Project"), of the Project Stabilization Agreement Covering Construction Work on the Rancho Campana High School ("Agreement"), for and in consideration of the award to it of a contract to perform work on the Project, and in further consideration of the promises made in this Agreement and all attachments 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 trust agreements designated in local master collective bargaining agreements. 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.
3. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
4. Agrees to secure from any contractors that are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: _____

Contractor

(Authorized Officer & Title)

Its: _____

(Address)

EXHIBIT 2

MASTER LABOR AGREEMENTS

1. Asbestos Workers Local No. 5 – Master Labor Agreement Between Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of Heat and Frost Insulators and Allied Workers

Effective: June 27, 2011 – June 29, 2014
2. Boilermakers Local # 92 – Western States Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors

Effective: October 1, 2011 – September 30, 2014
3. Bricklayers and Allied Crafts Local No. 4 – Agreement Between the Independent Masonry Contractors of Santa Barbara, San Luis Obispo, and Ventura Counties And the Bricklayers & Allied Craftworkers Local 4-E/4-F of California

Effective: May 1, 2013 – April 30, 2014
4. Cement Masons Local No. 600 – Master Labor Agreement Between Southern California General Contractors and Eleven Southern California Counties Cement Masons

Effective: July 1, 2011 – June 30, 2014
5. Elevator Workers Local No. 18 – National Elevator Bargaining Association Agreement with International Union of Elevator Constructors

Effective: July 9, 2012 – July 8, 2017
6. Glaziers and Glass Workers Local No. 636 – District Council of Painters and Allied Trades No. 36 On Behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 – Master Labor Agreement

Effective: June 1, 2011 – May 31, 2014

San Diego Area Glaziers & Architectural Metal Labor Agreement Between [Company] and Painters and Allied Trades District Council No. 36 on Behalf of Glaziers, Architectural Metal and Glassworkers Resilient Floor and Decorative Covering Workers Local Union 1399 Or Any Designated Successor Local Union

Effective: October 1, 2011 – September 30, 2016
7. IBEW Local Union No. 952 – Inside Wireman Bargaining Agreement – Ventura Division of Los Angeles County Chapter, NECA

Effective: October 1, 2012 – September 30, 2015

Southern California 9th District Sound & Communications Agreement, Addendum No. 1 to the 9th District Sound & Communications Agreement By and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association

Effective: December 1, 2011 – November 30, 2014

8. Floor Layers Local No. 1247 – Master Labor Agreement As Amended Between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC On Behalf of Resilient Floor and Decorative Covering Local Union No. 1247

Effective: May 1, 2013 – April 30, 2016

9. Iron Workers Local No. 416 – Agreement – Iron Worker Employers State of California and A Portion of Nevada And District Council of Iron Workers of the State of California and Vicinity

Effective July 1, 2011 – June 30, 2014

10. Iron Workers Local No. 433 – Agreement – Iron Worker Employers State of California and A Portion of Nevada And District Council of Iron Workers of the State of California and Vicinity

Effective July 1, 2011 – June 30, 2014

11. Laborers Local No. 585 – Laborers 2012-2015 Master Labor Agreement

12. Operating Engineers Local No. 12 – Master Labor Agreement Between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12

Effective: July 1, 2013 – June 30, 2016

13. Master Labor Agreement – Painters and Allied Trades District Council No. 36

Effective: July 1, 2013 – June 30, 2016

Southern California Drywall Finishers Joint Agreement

Effective: August 1, 2012 – September 30, 2016

14. Plasterers Local No. 200 – Labor Agreement Covering the Jurisdiction of OPC&CMIA Local Union in the Counties of Los Angeles, Inyo, Mono, Orange, Riverside, San Bernardino, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, and San Diego, and In Addition, Richardson Rock, Santa Cruz Island, Anacapa Island, Including the Channel Islands Monument Between Western Walls & Ceiling Contractors Association, Inc., California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200

Effective: August 6, 2008 through August 5, 2014

15. Master Labor Agreement By and Between Local # 36 & 220 of the United Union of Roofers, Waterproofers and Allied Workers and Individual Roofing Contractors and Others. Representing the Geographical Area of Los Angeles, Ventura, Santa Barbara, San Luis Obispo, Orange, San Bernardino and Riverside Counties in the State of California.

Effective: August 1, 2012 to Midnight, July 31, 2015, Inclusive

16. Standard Form of Union Agreement, Sheet Metal, Roofing, Ventilation and Air Conditioning Contracting Divisions of the Construction Industry – By and Between Tri-Counties SMACNA and Local Union No. 273 of Sheet Metal Workers' International Association

Effective: February 1, 2009 – July 31, 2014

17. Tile, Marble, and Terrazzo Local No. 18 – Tile Layer, Tile Finisher & Marble Finisher Agreement

Effective: June 1, 2011 – May 31, 2014

18. United Association Local No. 484 – Master Agreement for the Plumbing and Piping Industry of Southern California Between Southern California Contractors and Southern California Pipe Trades District Council No. 16 of the United Association

Effective: 2011 – 2014

19. United Association Local No. 669 – Agreement Between National Fire Sprinkler Association, Inc. and Road Sprinkler Fitters Local No. 669, Columbia, Maryland, of the United Association of Journeyman and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

Effective: April 1, 2013 – April 1, 2016

20. Carpenters Local # 150 – Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southwest Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada Affiliated with the United Brotherhood of Carpenters and Joiners of America

Effective: 2012 – 2016