Santa Ana Unified School District

Project Stabilization Agreement
Project Stabilization Agreement

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PROJECT STABILIZATION AGREEMENT
FOR SANTA ANA UNIFIED SCHOOL DISTRICT
CONSTRUCTION PROJECTS

THIS PROJECT STABILIZATION AGREEMENT (hereinafter "Agreements") is entered into on this 14th day of March, 2000 (the "Effective Date"), by Santa Ana Unified School District (hereinafter referred to as the "District") and the Los Angeles and Orange Counties Building and Construction Trades Council (hereinafter referred to as BCTC), and the Craft Unions affiliated with the Building and Construction Trades Department of the AFL-CIO (hereinafter referred to individually as each "Union" and collectively as the "Unions").

This Agreement encompasses Construction Projects awarded after the Effective Date, which meet the criteria set forth in Appendix A attached hereto, and which are not covered by a pre-existing contract or other obligation. Contractor/Employers who execute the Agreement shall become parties effective as of the date of such execution.

It is understood by the parties to this Agreement that if this Agreement is adopted by the District, it will become the obligation of the District that construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to enter and be bound by the terms of this Agreement.

ARTICLE 1
INTENT AND PURPOSE

The purpose of this Agreement is to promote the efficiency of District construction projects performed by the District by entering into a productive partnership with the local construction labor community. The benefits of this partnership are
Project Stabilization Agreement anticipated to be project cost containment, efficient and economical completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slow downs or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under this Agreement.

WHEREAS, the successful completion of Construction Projects are of the utmost importance to the general public and the District; and

WHEREAS, large numbers of workers in various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the BCTC, which are signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

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

WHEREAS, the interests of the general public, the District, the Unions, and the Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing or other interferences with work;

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on projects constructed under this Agreement by the Contractor/Employer(s), and
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further, to encourage close cooperation among the Contractor/Employer(s) and the
Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist
among the parties to this Agreement; and

WHEREAS, the contracts for the construction of the Projects will be awarded in
accordance with the applicable provisions of the Public Contracts Code (PCC); and

WHEREAS, the District has the absolute right to select the lowest responsive
and responsible bidder for the award of construction contracts on a Project or Projects
covered by this Agreement; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith
and trust to work towards a mutually satisfactory completion of a Project or Projects
covered by this Agreement.

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

ARTICLE 2
DEFINITIONS

2.1 "Contractor/Employer(s)" means any individual, firm, partnership or
corporation, business entity of any form classroom combination thereof, including joint
ventures, which is an independent contractor and has entered into a contract with the
District or any its contractors or subcontractors of any tier, with respect to the
construction of any part of a Project or Projects under contract terms and conditions by
the District and which incorporate the Agreement, and shall include any individual, firm,
partnership or corporations, business entity of any form or combination thereof,
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including joint ventures, delivering to the project rock, sand or gravel and ready-mixed concrete.

2.2 "Construction contract" means all public works or improvements contracts for which invitations for bids have been issued by the District on or after the Effective Date, and which are necessary to complete a Project or Projects.

2.3 "Project" means work performed by a contractor or subcontractor on a public project, pursuant to a contract with the District, which meets the criteria in Appendix A and includes remodeling and replacement construction related to the representative Project or Projects outlined in Appendix B, and specific fabrication for the District, but specifically excludes provision of furniture, equipment, and electronic materials, and work performed pursuant to any contract entered into prior to this Agreement. For purposes of this Agreement, "Project" shall be defined by reference to the definitions contained in the Public Contract Code, Section 22002, as that statute exists as of the date of the execution of this Agreement.

2.4 "Project" means any of the following: Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any District owned, leased, or operated facility; and

Painting or repainting of any publicly owned, leased, operated facility.

"Project" does not include maintenance work. For purposes of this Agreement, maintenance work includes all of the following:

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

2.5 General and Special Contracts:
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All Projects within the scope of this Agreement shall be designated by the District as either a "Genera" contract or a "Specialty" contract for the purposes of meeting the criteria defined in Appendix A and are defined as follows:

(a) General contracts shall be defined as: complex projects typically requiring multiple skilled trades to erect or complete or substantial structures, additions or systems.

(b) Specials contracts shall be defined as: all contracts not defined as General contracts.

(c) Disputes arising from the designation of Genera. vs. Specialty contracts shall be subject to the grievance provisions set forth in Article XIV of the agreement.

2.6 "Union" or "Unions" means the affiliate local unions of BCTC or AFL-CIO ("Council") acting in their own behalf and an behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers executed this Agreement ("Signatory Unions").

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

2.8 "Director" means the Superintendent of the District. This Agreement shall be included in the District's bid specification package for covered Project work and each Contractor/Subcontractor ("of any tier") who becomes a successful bidder shall be required to execute a copy of this Agreement and sign, prior to the start of the Project, any necessary documents to implement the Agreement, i.e., trust and subscribed funds, etc.

2.9 The copy of the Agreement executed by the Contractor/Employer shall specify the Project to which it applies.
ARTICLE 3

SCOPE OF AGREEMENT

3.1 Parties: The Agreement shall apply to and is limited to all Contractor/Employers performing construction contracts on a Project or Projects, the District and the Union(s) signatory to this Agreement, acting in their own behalf and on behalf of their Signatory Unions.

3.2 Project Description. The Agreement shall govern the award of all construction contracts identified by the District as part of the Project or Projects. Appendix B, attached to this Agreement, and incorporated herein by reference is a list of construction projects for which invitations for bid are expected to be issued by the District on or after the Effective Date. Appendix B is a representative list of Projects covered by this Agreement and is not intended to be all-inclusive. Further projects may be added to the list as long as they meet the criteria outlined in Appendix A. The District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) identified as part of a Project or Projects. However, Projects shall not be intentionally split in order to avoid compliance with this Agreement. Should the District remove any project listed in Appendix B and thereafter authorize that construction work be commenced on the Project during the term of this Agreement, the Project shall be performed under the terms of the Agreement. Once a construction project is completed, R is no longer covered by this Agreement. For the purposes of this Agreement, a construction project shall be considered completed upon acceptance of the work by the District as defined by the Public Contracts Code.
3.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement, provided, however, that the Union shall have no right to engage in strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind for any reason. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the grievance arbitration procedure set forth herein.

3.4 Exclusions:

(1) The Agreement shall be limited to construction work on applicable District construction contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the effective date of this Agreement or after the expiration or termination of the Agreement.

(2) The Agreement is not intended to, and shall not affect or govern the award of contracts by the District, which are outside the approved scope of the Project or Projects. Determinations by the District of the scope of the Project or Projects are final and binding on all parties.

(3) As outlined in 2.5, the Agreement is not intended to, and shall not affect the operation or maintenance of any project built under a Construction Stabilization Program Agreement. For purposes of the application of this Agreement, classification of a contract by the District as "operation" or "maintenance" shall be final and binding on all parties.
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(4) The Agreement shall not apply to relationships, rights, duties and obligations between a Contractor/Employer(s) and it's own executives, managers, employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

ARTICLE 4

EFFECT OF AGREEMENT

4.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement, including, without limitation, Appendix C regarding a Work Opportunities Program.

4.2 By accepting the award of a construction contract for a Project or Projects, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement, including the appendices, bid documents, and contract terms.

4.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer 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.

4.4 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.
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4.5 The provisions of this Agreement, including Appendix D, which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project as may be changed from time to time if the District is timely notified of and accepts any such changes, incorporated herein by reference shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by Appendix D, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of Appendix D and is not covered by this Agreement, the provisions of Appendix D shall prevail.

ARTICLE 5

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1 The parties agree that for the duration of the projects awarded under this Agreement:

(1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason by the Union(s) or employees employed on a Project or Projects, at the job site of a specified Project or at any other facility of the District or facility utilized to further the Project, because of a dispute. Disputes arising between the Unions and Contractor/Employer on pre-existing projects or projects not covered by this Agreement are not governed by the terms of this Article 5.

(2) As to employees employed on a Project or Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.
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(3) The parties agree that project delays caused by violations of Sections 5.1 (1) and 5.1 (2) of this Agreement will cause the District to sustain damages. They agree that it would be impractical or extremely difficult to fix the actual amount of such damages. Therefore, the parties agree that, in the event of a breach of either of these provisions, the party in breach shall pay to the District the sum of $15,000 per shift from the time that the District determines that a delay has occurred until the District determines that the Project is again on the construction schedule. This payment, when made, shall constitute the exclusive remedy of the District for the delays specified. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but, instead, is intended to constitute liquidated damages to the District pursuant to Sections 1671, 1676, and 1677 of the California Civil Code.

(4) If a collective bargaining agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a constructor contract and the Union or Contractor/Employer gives notice of demands for a new or modified collective bargaining agreement, the Union agrees that it will not spike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and Employer. If the new or modified collective bargaining agreement reached between the Union and Employer provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified
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collective bargaining agreement which are applicable to employees employed on the
Project within seven (7) days, at no cost to the District.

5.2 Any party to this Agreement may institute the following procedure, in
addition to any other action at law or equity, when a breach of this Article is alleged to
have occurred:

(1) Upon execution of this Agreement by the Contractor/Employer, the
parties shall designate, in writing, an individual to serve as permanent arbitrator, and
notify the project manager of this selection.

(2) A party invoking this procedure shall notify the permanent
arbitrators In the event that the permanent arbitrator is unavailable at any time, he shall
appoint an alternate. Notice to the arbitrator shall be by the most expeditious means
available, with notices by facsimile telephone to the party alleged to be in violation and
to the BCTC and involved local Union if a Union is alleged to be in violation.

(3) Upon receipt of said notice, the arbitrator named above or his
alternate shall convene a hearing within twenty-four (24) hours if it is contended that the
violation still exists.

(4) The arbitrator shall notify the parties by facsimile or telephone of
the place and time for the hearing. Said hearing shall be completed in one session,
which, with appropriate recesses at the arbitrators discretion, shall not exceed
twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any
party to attend said hearings shall not delay the hearing of evidence or the issuance of
any award by the arbitrator.

(5) The sole issue at the hearing shall be whether or not a violation of
the Agreement has occurred. The Arbitrator shall have no authority to consider any
matter of justification, explanation or mitigation of such violation or to award damages,
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which issue is reserved for court proceedings, if any. The award shall be issued in
writing within three (3) hours after the close of the hearing, and may be issued without 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 may order cessation of the violation of this Article and other appropriate
relief and such award shall be served on all parties by hand or registered mail upon
issuance. The arbitrator, as part of the order, shall determine the losing party.

(6) Such award may be enforced by any Court of competent
jurisdiction upon the filing of this Agreement and all other relevant documents referred
to above in the following manner. Written 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 arbitrators award as issued under Section 4.2 (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 or enforcement. The Court's order or orders enforcing the arbitrators award shall
be served on all parties by hand or delivered by certified mail.

(7) Any rights created by statute or law governing arbitration
proceedings, inconsistent with the above procedure or which interfere with compliance
are waived by the parties.

(8) The fees and expenses of the arbitrator shall be borne by the
losing party.

ARTICLE 6

PRE-JOB CONFERENCE
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6.1 Contractors shall be required to call a pre-job conference which must be held at least ten (10) business days prior to the commencement of each construction project unless the BCTC agrees not to hold the conference. The pre-job conference shall include Contractor/Employer representation and all interested signatory Union representatives. Contractor/Employer shall supply information based on a standard BCTC questionnaire.

ARTICLE 7

NO DISCRIMINATION

7.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Conditions (AIDS/ARC), against any employee or applicant for employment, on the Project. Employees must be able to perform the physical requirements of the job.

ARTICLE 8

UNION SECURITY

8.1 The Contractor/Employer recognize the Union(s) as the sole bargaining representative of all craft employees working on the Project or Projects.

8.2 Except as otherwise provided herein, all employees who are employed by Contractor/Employer to work on the Project will be required to become members of and maintain membership in the appropriate Union after seven (7) days of consecutive or
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cumulative employment on a construction contract subject to this Agreement.
Membership under this section shall be satisfied by the tendering of periodic dues and
fees uniformly required to the extent required by law.

ARTICLE 9

REFERRAL

9.1 The Union(s) shall be the primary source of all craft labor employed on the
Project or Projects at any given time; provided, however, notwithstanding any provision
to the contrary in this Agreement, no owner or office staff member of any
Contractor/Employer shall be required to become a member of any Union; and provided
further, Contractor/Employers not already signed to an appropriate collective bargaining
agreement shall be permitted to transfer their Journeyman level key personnel,
provided they have cleared through the appropriate union hall, as provided in section
8.2, for a specific construction trade, from one job to another into another into or within
any labor market area with the following guidelines: (1) 15% of the positions, for any
single Contractor/Employer, may be journey level key personnel at any one point in
time. (2) The Contractor is allowed to have a maximum of fifteen (15) key personnel.
The Contractor shall be allowed one (1) key personnel regardless of the calculation, as
long as one or more person(s) has been dispatched from the local Union Hiring Hall. An
employee shall be considered a member of a Contractor/Employer's key personnel for
the purpose of this Article if the employee’s name appears on the
Contractor/Employer's active payroll for 60 of the 100 working days before award of the
construction contract.
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9.2 Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

9.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain requested workers from any source.

9.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft-persons to fulfill the requirements of the Contractor/Employers. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the District to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization to the extent permitted by law and the hiring hall procedures, of qualified District residents as journeymen, apprentices and trainees on this Project or Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

ARTICLE 10

BENEFITS

10.1 Contractor/Employers agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds in the amounts designated in the master agreements of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article except that Contractor/Employers who are signatory to collective bargaining agreements with
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respective trades shall continue to pay all trust fund contributions as outlined in such
collective bargaining agreements.

10.2 By signing this Agreement, the Contractor/Employers adopt and agree to
be bound by the written terms of the legally established Trust Agreements, as described
in 9.1, specifying the detailed basis on which payments are to be made into, and
benefits paid out of, such Trust Funds.

ARTICLE 11
EMPLOYEE GRIEVANCE PROCEDURE

11.1 Any Contractor/Employer, which is not otherwise bound through an
agreement with a labor organization to a grievance procedure which has jurisdiction to
consider and resolve disputes over the imposition of discipline or dismissal of its
employees working on a Project, shall be bound to the grievance procedure contained
in the master labor agreement of the craft representing the employee(s) involved in
dispute as soon as they are signatory to this Agreement. For the purposes of this
Article, such grievance procedure shall be limited to disputes regarding the imposition
of discipline or dismissal arising from work covered by the Agreement. Such
Contractor/Employer shall not impose discipline or dismissal on its employees covered
by this Agreement without just cause.

ARTICLE 12
REGULATORY COMPLIANCE
Project Stabilization Agreement

12.1 All construction contracts identified by the District of a Project or Projects shall include the following requirements. Such provisions include, but are not limited to:

(1) The District, the Unions/Contractor/Employer, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to those relating to safer and health, employment and applications for employment.

(2) All persons who perform labor in the execution of a construction contract shall be paid not less than the general prevailing rate of wages for work of a similar charades in the locality in which the work is performed as provided in Labor Code Section 1771.

(3) All contractors and subcontractors shall provide to the District information concerning their experience, financial qualifications, including proof of a Business Tax Registration Certificate, and ability to perform, said contract or subcontract, to the extent not already provided.

In addition to the above requirements, the Contractor/Employers and Unions understand and agree that all construction contracts shall be awarded and managed in accordance with other applicable provisions including, but not limited to, the Public Contract Code.

ARTICLE 13

COMPLIANCE

The District in conjunction with the signatory local unions will establish a program to monitor compliance with the provisions of this Agreement. The program shall consist of a training and certification program to allow designated representatives full access to work-sites and record keeping materials commensurate with complete, timely and
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thorough investigative ability to properly monitor the agreement. The local unions shall
be responsible for the costs of any training programs. Nothing in this Agreement shall
circumvent a signatory local union's normal ability to monitor the payment of wages and
fringe benefits as outlined in related Master Labor Agreements including parties related
to those documents by virtue of this Agreement.

ARTICLE 14
GRIEVANCE ARBITRATION PROCEDURE

14.1 The parties understand and agree that in the event any dispute arises out
of the meaning, interpretation or application of the provisions of this Agreement, the
same shall be settled by means of the procedures set out herein. No grievance shall be
recognized unless the grieving party (Local Union or District Counsel on its own behalf,
or on behalf of an employee whom it represents, or a contractor on its own behalf)
provides notice in writing to the signatory party with whom it has a dispute within five (5)
days after becoming aware of the dispute but in no event more than thirty (30) days
after it reasonably should have become aware of the event giving rise to the dispute.
The time limits in Article XIV 14.1 may be extended by mutual agreement (oral or
written) of the parties.

ARTICLE 15
JURISDICTIONAL DISPUTES
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15.1 There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns or other interferences with the work because of jurisdictional disputes between signatory Unions.

In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

Step 1: The appropriate Union Representative of the involved Crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate international Union Representatives from each affected Craft will meet with the affected Contractor/Employer within five (5) calendar days.

Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the American Federation of Labor — Congress of Industrial Organizations. In any event, the parties hereto agree that there will be no slowdown or stoppage of work; and each agrees that the decisions of the authorities stipulated herein shall be final and binding upon them.

15.2 If any Union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

15.3 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor/Employers affected by said Union conduct, shall have the right to seek full
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legal redress in the Courts of California, including injunctive relief and damages, without
first complying with or exhausting the procedures set forth in this Article and/or Article
XIII for the resolution of such jurisdictional dispute.

ARTICLE 16
SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor/Employer to ensure safe
working conditions and employee compliance with any safety rules contained herein or
established by the Contractor/Employer. It is understood that employees have an
individual obligation to use diligent care to perform their work in a safe manner and to
protect themselves and the property of the Contractor/Employer and the District.

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

16.3 A Contractor/Employer may suspend all or a portion of the job to protect
the life and safety of an employee. In such cases, employees will be compensated only
for the actual time worked; provided, however, that where the Contractor/Employer
requests employees to remain at the site and be available for work, the employees will
be compensated for the standby time at their appropriate hourly rate of pay.

ARTICLE 17
MANAGEMENT RIGHTS

17.1 The Contractor/Employer shall retain full and exclusive authority for the
management of their operations, including the right to direct their work force in their sole
Project Stabilization Agreement discretion. No rules, customs or practices shall be permitted or observed which limit or restrict the working efforts of employees.

ARTICLE 18
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement it determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that many article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and it is determined that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of the Agreement.

ARTICLE 19
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AGREEMENT MODIFICATIONS

Modifications to the Agreement may be made from time to time as deemed necessary, provided the parties mutually agree to the modifications.

ARTICLE 20
SUCCESSOR CLAUSE

This Agreement will remain in full force and effect if the District cedes its responsibility to another entity, or in the event that a private interest or entity shall succeed the District as the developer of the Project, or in the event that any interest or entity shall succeed any upon signatory to this Agreement.

ARTICLE 21
DURATION OF AGREEMENT

21.1 Execution of a copy of the Agreement shall be included as a condition of the award of construction contracts identified by the District as part of a Project or Projects, which are awarded by the District on or after the Effective Date.

21.2 The Agreement shall continue in full force and effect for five years after the date of the first contract awarded under this Agreement.

21.3 Notwithstanding the provisions of Section 21.2, in the event a Project is commenced under the terms of this Agreement, those terms shall continue in effect between the parties until the completion of the Project without regard to the intervening expiration of the Agreement.
ARTICLE 22

RIGHTS OF THE DISTRICT UPON BREACH

22.1 In the event a Union is found to have committed a breach of this Agreement, including without limitation a breach of Article 5, 14, or 15, the District shall have the right, in addition to any other rights the District may have under this Agreement in law or in equity, immediately and unilaterally, to terminate this Agreement effective upon delivery of written notification to the Union. In such event, this Agreement shall terminate as to any or all Projects, in the District's sole and absolute discretion, notwithstanding that a Project or Projects may then already be in process.

ARTICLE 23

LEGAL COST SHARING AGREEMENT

The District and the Unions will share equally any legal costs (including all attorneys fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the District of this Agreement, and related to claims directly challenging the regalia of this Agreement, or a particular section or language that has been adopted herein. This obligation shall not apply to questions that arise from a contractual dispute or grievance arising under the terms and conditions of this Agreement, except to the extent such a contractual dispute or grievance challenges the legality of this Agreement, or a particular section or language herein. Promptly upon receipt of written notice of the filing of any action challenging the legality of this Agreement, the District shall provide the Unions, through the BCTC, with written notice
Project Stabilization Agreement
of the claim as well as any information and/or documents relevant thereto. If a claim is
filed which directly challenges the legality of this Agreement, the District shall
coordinate with the BCTC, along with the parties’ respective legal counsel, in the
handling of such a claim. Thereafter, the District shall meet and confer with the BCTC in
guard to the fees and costs involved with defending against such a claim, along with the
assigned tasks to be performed by respective legal counsel. This process shall be
subject to the arbitration provisions of this Agreement.

APPENDIX A

This Agreement shall cover all projects as follows:

1. All Public Works construction projects that are awarded on or after the
Effective Date and are priced at $225,000 for general contracts, $15,000 for specials
contracts, and $5,000 for single craft contracts for the trades listed in Exhibit D. All
individual speciality or subcontracts included in the general contract would be covered
by the Agreement.

2. The District may, at its sole discretion, apply the provisions of this
Agreement to contracts that fall below the above noted contract amount thresholds.

3. A representative list, which includes some, but not all projects covered by
this Agreement are referenced in Appendix B.

4. Projects covered by this Agreement will be completed in their entirety
regardless of the expiration date and/or non-renewal of the Agreement.
Project Stabilization Agreement

APPENDIX B

Potential Projects as Described

Additional schools to relieve overcrowding

New high school #5

New high school #6

Eleven new K-12 schools

Additional classrooms at existing facilities to relieve overcrowding

Valley High expansion

Carr Intermediate expansion

Repair and renovate existing schools

Modernization/air conditioning of existing schools

Additional improvements at existing schools
Project Stabilization Agreement

APPENDIX C

The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the District to meet the needs of the Project or Projects and the requirements of the industry generally. Towards that end, the unions agree to encourage the referral and utilization, to the extent permitted by law and hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on the Project or Projects covered by this Agreement and entrance into such qualified apprenticeship and training programs as may be operated by the signatory local Unions.

1.1 To further the commitment of utilizing local residents, the parties to this Agreement agree to establish a Worth Opportunities Program.

1.2 The District, at no additional cost to the District, may agree to work in conjunction with local unions, signatory to the Agreement, to accomplish the following:

a. Establish an apprenticeship program for District residents whereby residents will be trained in a pre-apprenticeship job skill to enable them to gain employment/training within the signatory local unions.

b. The established program will maximize business opportunities for minority and women businesses in construction projects, as set forth in the Government Code.
APPENDIX D

MASTER LABOR AGREEMENTS

1. (Asbestos) Heat and Frost Insulators
2. Boilermakers
3. Bricklayers and Allied Craftworkers
4. Electricians
5. Elevator Constructors
6. Operating Engineers
7. Glaziers
8. Gunite Workers
9. Iron Workers
10. Laborers
11. Painters
12. Plasterers and Cement Masons
13. Resilient Floor and Decorative Covering
14. Roofers and Waterproofers
15. Sheet Metal Workers
16. Teamsters
17. United Association (Pipe Trades)