FIRST AMENDMENT TO
PROJECT STABILIZATION AGREEMENT

for the
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Project: ________________
Bid Number ________

PREAMBLE

This First Amendment to Project Stabilization Agreement ("Amendment") is made and entered into on this date ________________, by and between ____________________ ("Project Manager") and ____________________ ("Coordinator") together with other contractors and/or subcontractors who shall become signatory to the Project Stabilization Agreement ("Agreement") by signing the "Agreement To Be Bound" (Attachment A), ("Contractor(s)"), the Sacramento-Sierra Building & Construction Trades Council and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved ("Union(s)").

RECATALS

WHEREAS, the Sacramento City Unified School District ("District") has adopted Resolution No. _____ (Resolution Amending and Extending Project Stabilization Agreement); and

WHEREAS, the Amendment having been concurred in by the parties; and

WHEREAS, the Amendment amends and sets forth the revisions to the Agreement.

AMENDMENTS TO AGREEMENT

WHEREFORE, the parties hereto, amend the Agreement as follows:

1. Amendment to section 2.4. Section 2.4 is amended by adding commissioning language as follows: After installation by the Contractor(s) and upon acceptance by the District, it is understood the District reserves the right to perform commissioning, start--up, operation, repair, maintenance or revision of equipment or systems with persons of the District's choice. If required, the service representative may make a
final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

2. **Amendment to section 5.5.1.** Section 5.5.1 is amended by adding the following: The permanent Arbitrator may be substituted from time to time as agreed to by the District and the Sacramento-Sierra Building and Construction Trades Council.

3. **Amendment to section 12.3.** Section 12.3 is amended by adding the following: Nothing in section 12.3 is intended to disrupt or interfere with Project progress.

4. **Deletion of sections 16.6 and 16.7.** In order to allow additional signatory unions, sections 16.6 and 16.7, addressing local collective bargaining agreements, are hereby deleted.

5. **Addition of Article 28.** Article 28 is added to the Agreement as follows:

**ARTICLE 28**

**ANNUAL REVIEW**

The District and the Sacramento-Sierra Building and Construction Trades Council shall conduct an annual review by evaluating performance of all aspects of the terms pursuant to the Agreement and the Amendment. District staff shall report to the Board regarding the results of the annual review.

6. **Extension of Term of Agreement.** Provided that the Amendment is approved and executed by the parties, the term of the Agreement shall be extended for a period of four years commencing September 1, 2009 per the Resolution Amending and Extending Project Stabilization Agreement.

7. **Terms of the Agreement which are not Amended.** All other terms of the Agreement, including all attachments, except as amended herein, shall remain the same. The parties may mutually agree in writing to amend, extend, or terminate the Agreement, including the terms of this Amendment, and attachments A and B to the Agreement, at any time. All signatory parties to the Agreement, including any additional signatory unions, shall agree, and shall execute, this Amendment as a condition to the Board’s approval of the Amendment and extension of the term pursuant to the Resolution Amending and Extending Project Stabilization Agreement.
EXECUTION

WHEREFORE, the parties, agree to be bound by and to execute this Amendment.
SIGNATURES

[Name of Project Manager]  Sacramento-Sierra Building and Construction Trades Council

________________________________________

[Name of Coordinator]  Matt Kelly, Chief Executive Officer

________________________________________

Signatory Unions:

Asbestos Workers Local #16  Iron Workers Local #118

________________________

Bricklayers Local #3  Northern California District Council of Laborers

________________________

Carpenters 46 Northern California Counties Conference Board  Millwrights Local #102

________________________

District Council of Plasterers and Cement Masons of Northern California  Operating Engineers Local #3

________________________

Electricians Local #340  District Council #16 International Union of Painters and Allied Trades

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Plasterers Local #300  Pile Drivers Local #34
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PROJECT STABILIZATION AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Project: ________________
Bid Number _________

PREAMBLE

This Agreement is made and entered into on this date ________________, by and between ________________, ("Project Manager") and ________________ ("Coordinator") together with other contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Attachment A), ("Contractor(s)"), the Sacramento-Sierra Building & 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 Sacramento City Unified School District ("District"), has adopted Resolution No. 2410 regarding a Construction Project Stabilization Agreement ("PSAs"); and

WHEREAS, the Project described in this Agreement has been designated by the District as one in which a PSA Requirement applies; and

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

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and
WHEREAS, the District desires to provide construction training and employment opportunities for students of and residents within the District through apprentice and pre-apprentice programs; and

WHEREAS, the parties recognize the need for safe, efficient and speedy 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 Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement;

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

ARTICLE 1

PURPOSE

1.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to insure 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 school construction project, and to secure optimum productivity, on-schedule performance and District satisfaction.

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

1.3 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.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement shall apply to all construction contracts let on Project(s) of more than One Million Dollars ($1,000,000) designated by the District and performed by the signatory Contractors during the term of this Agreement.

2.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not
limited to, executives, engineers, office and clerical employees, drafters, 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 Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.

2.3 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 agreements shall be applicable.

2.4 After installation by the Contractor(s) and upon acceptance 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 persons of the District's choice. If required, the service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

2.5 It is recognized by the parties to this Agreement that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.

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

2.7 The working conditions and hours of employment herein provided have been negotiated between the parties signatory to this agreement.

2.8 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.

2.9 This Agreement shall not apply to any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies, or their contractor(s); or by utilities or their contractor(s); and/or by the District, its employees, or its contractor(s) for work which is not part of the Project including, but not limited to, maintenance and operations.

2.10 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, building inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the District;

(c) All employees of any Contractor, design team or any other consultant of the District not performing construction craft labor within the scope of this Agreement;

(d) Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors, and/or by the District or its contractors (for work which is not part of the scope of this Agreement);

(e) Off-site maintenance of leased equipment and on-site supervision of such work;

(f) Laboratory or specialty testing or inspection not ordinarily done by the signatory local unions;

(g) Non-construction support services contracted by the District or any Contractor in connection with this Project; and

(h) All work by employees of the District.

2.11 It is the legal obligation of the owner 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 local trade council shall assist the owner in soliciting interested parties in bidding on the project(s). Additionally, the owner recognizes that multiple subcontractor quotations of bid ensure the most competitive overall bid. The local trades councils shall assist the owner 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 owner reserves the right, without reservation, to reject all bids and re-bid the project.
ARTICLE 3

SUBCONTRACTS

3.1 Each Contractor(s) agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement. Any Contractor(s) or subcontractor working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.

3.2 A subcontractor is defined as any person, firm or corporation 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 contract, including the operating of construction equipment, performance of labor and/or installation of materials.

3.3 The Contractor(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(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

3.4 A Contractor(s) who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds, except as follows:

3.4.1 The contractor(s) will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the 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.

3.4.2 Thereafter, if such subcontractor should become delinquent in the payment of any wages or benefits as above specified, the Trust Fund shall immediately give written notice thereof to the Contractor(s) and to the subcontractor specifying the nature and amount of such delinquency.

3.4.3 If such notice is given, then the Contractor(s) shall pay and satisfy only the amount of any such delinquency by such subcontractor occurring ninety (90) days prior to the receipt of said notice from the Trust Fund.
3.4.4 In the event the Contractor(s) fails to give written notice of a subcontract as required herein, such Contractor(s) shall be liable for all delinquencies of the subcontractor on this Project only without limitation.

3.4.5 The Contractor(s) shall not be liable for any such delinquency if the Local Union, where the delinquency occurs, refers any employee to such subcontractor after giving such notice and during the continuance of such delinquency.

3.4.6 The provisions of this Section 3.4 shall be applied only to the extent permitted by law and, notwithstanding any other provision of this Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike action.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.

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

4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 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 of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
5.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

Should a Contractor 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 appropriate employee benefit Trust Fund(s) until such delinquencies are satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the General Contractor, the Coordinator and or 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 contractors 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.

5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from 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 Master Agreement is reached between the Union and Contract Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective date which is applicable to employees employed on a project within seven (7) days after notification by the Union.
5.2 In consideration of the foregoing, the Contractor(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(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 Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.

5.3 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 11, if invoked.

5.4 Upon written facsimile or telegraphic notice 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(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 in any way the Contractor(s) chooses, until the Union(s) effects 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 5.

5.5 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.

5.5.1 The party invoking this procedure shall immediately notify Gerald McKay, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the Arbitrator shall appoint an alternate. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.

5.5.2 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.
5.5.3 The Arbitrator shall notify the parties by facsimile, telegram or similar means 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.

5.5.4 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.

5.5.5 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. Facsimile, telegraphic 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 5.5.4 of the 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.

5.5.6 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.

5.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne by the losing party.

5.5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.
ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

6.1 All Contractors and subcontractors shall stipulate to and have the responsibility for making work assignments in accordance with the rules, regulations and procedures of the Plan for Settlement of Jurisdictional Dispute in the Construction Industry approved by the Building & Construction Trades Council AFL-CIO, June 14, 1984, or any successor plan.

6.2 There will be no strikes, no work stoppages or slowdowns or other interferences with the work because of jurisdictional disputes.

6.3 Where a jurisdictional dispute exists and cannot be resolved by the Local Unions involved, it shall be referred for resolution to the International Unions. The resolution of the dispute shall be reduced to writing, signed by the authorized representative of the International Unions and the Contractor(s). The assignments made by the Contractor(s) shall be followed until such time as the dispute is resolved in accordance with this Section.

6.3.1 In the event that the respective International Unions of the disputing Locals and the Contractor(s) are unable to resolve the dispute within five (5) days from the date of referral, the dispute may be referred by any of the Interested Parties to the arbitration system of the Plan for the Settlement of Jurisdictional Disputes referred to in Section 6.1 of this Article.

6.4 There shall be no work stoppage, work interruption, strike, sympathy strikes, picketing, hand-billing or public notices of any kind while any jurisdictional dispute is being resolved. Pending resolution of the dispute, the work shall continue uninterrupted as assigned by the Contractor(s). The Contractor(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 in any way the Contractor(s) choose, until the Union(s) effects the return to work of such employees.

ARTICLE 7

COORDINATOR

7.1 ______________________, as the Coordinator, is responsible for the administration and application of this Agreement.

7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall
not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

8.1 A joint Labor/Management meeting will be held on a monthly basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.

8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required upon request of any Union(s), Contractor(s) or the Coordinator.

8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have ten (10) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.

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

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The Contractor(s) 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 Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.

E. Discharge, 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. There shall be no refusal by a craft to perform work assigned, including overtime work, however, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.

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 Article 22).

H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 10

WORK RULES

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.

10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
10.4 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractor(s) will provide adequate facilities for check in and out in an expeditious manner. Time will be deducted from the employees’ pay for late starting and/or early quitting. Excessive instances of late starting and/or early quitting will be cause for termination.

10.5 Employees shall be at their place of work (as designated by the Contractor at the pre-job meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day’s work for a fair day’s wage.

10.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.

10.7 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District or others who are not covered by this Agreement including, but not limited to, maintenance and operations.

10.8 Contractors shall provide rest periods in accordance with Industrial Welfare Commission Order No. 16-2001 regulating wages, hours and working conditions for certain on-site occupations in the construction, drilling, logging and mining industries. Any dispute regarding rest and meal periods this section shall be resolved exclusively under the provisions of Article 11 of this Agreement. Employees will be permitted to have personal thermos bottles, the contents of which may be consumed during working hours at their assigned work locations.

10.9 All foremen will remain with their crews and supervise such crews in the performance of their duties.

10.10 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors’ employees.

10.11 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean, heated, dry change rooms. However, Contractor(s) will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) has the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.
10.12 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.

10.13 Employees shall receive a one-half hour lunch period with pay and meals at the expense of the Contractor(s) if the employee is required to work beyond ten (10) consecutive hours (not including the regular one-half hour lunch period), and after working each additional four (4) hours. If meals are not provided, a meal allowance of $10.00 will be paid in lieu thereof.

ARTICLE 11

GRIEVANCE PROCEDURE

11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike/No-Lockout procedure shall be governed by the following grievance and arbitration procedures.

11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within five (5) working days after the grievance is alleged to have occurred or within five (5) working days after the Contractor(s)' first knowledge of the grievance.

11.3 Grievances shall be settled according to the following Steps:

Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.

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 Union to the Contractor(s) for discussion and resolution.

Step 3: In the event the matter remains unresolved in Step 2, 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.
The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: Gerald McKay, Thomas Angelo, William Riker and Gerri-Lou Cossak. The arbitration procedure contained herein, once invoked, shall be mandatory. 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 in 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.

11.4 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

11.5 Where an issue is addressed in this Agreement and the local collective bargaining agreement, this Agreement shall prevail. Where an issue is addressed in the local collective bargaining agreement and not in this Agreement, the local collective bargaining agreement shall control.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.

12.2 All employees who are employed by the Contractor(s) shall, as a condition of employment, on or after 8 days 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.

12.3 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 the visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.
12.4 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(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. It is understood and agreed that the Steward's duties do not include any matters relating to referral, hiring and termination. The Steward shall not leave the work area without notifying the appropriate supervisor.

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

12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13

REFERRAL-LOCAL HIRE

13.1 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 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 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’s active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

13.2 The Union will refer to such Contractor 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’s “core” employees as a journeyman and shall repeat the process, one and one, until such Contractor’s crew requirements are met or until such Contractor 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). For the duration of the
Contractor's work the ratio shall be maintained and when the Contractor'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. Contractors 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 contractors.

13.3 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.

13.4 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, the Contractor 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 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.

13.5 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the Sacramento area 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 of Sacramento County shall be first referred for Project work, including journeymen and apprentices covered by this Agreement, until at least 30 percent of the positions for Project work for a particular Contractor (including the Contractor's core employees), for each craft, have been filled with District residents. While the parties will exert diligent efforts to meet this goal, failure to attain this goal shall not be considered a material breach of this Agreement.

ARTICLE 14

NON-DISCRIMINATION

14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, 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 15

APPRENTICES

15.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractors 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.

15.2 Apprentices may comprise up to thirty (30) percent of each craft’s work force at any time, unless the standards or regulations of applicable state agencies establish a lower maximum percentage.

15.3 Joint Committee on Training and Apprenticeship. A joint committee chaired by one designee of the District, one designee of the Building Trades Council, and one designee of Contractors performing Project work shall be established to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs consistent with the principles and procedures contained in Attachment B to this agreement. The joint committee shall work with representatives of each signatory craft’s joint apprenticeship committee (“JAC”) and representatives of the District’s comprehensive high schools to establish appropriate criteria for recognition by such JAC’s of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction of such JAC’s consistent with the individual JAC’s Apprenticeship Standards approved by the State of California, Division of Apprenticeship Standards. The joint committee will meet as necessary at the call of the District to promptly facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective.

15.4 The committee established by Section 15.3 shall work to maximize construction training courses and pre-apprenticeship programs for District students and residents, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions consistent with the individual JAC’s Apprenticeship Standards approved by the State of California, Division of Apprenticeship Standards.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local collective bargaining agreements which have been negotiated by the Sacramento City Unified School District Project Stabilization Agreement Page 18 of 34
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.

16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable local collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.

16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.

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

16.6 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, and wage rates, benefits or working conditions which are excessive in relation to such items generally prevailing on industrial construction work in the area, will not be recognized or applied on work covered by this Agreement.

16.7 The Contractors and the Unions agree that wage premiums, such as those based on height of work, type of work or materials, special skills, et cetera, impose unreasonable costs on construction, are considered contrary to the best interest of the industry, and shall not be paid.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

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

17.2 Overtime: Overtime will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

17.3 Shifts: The Contractor(s) shall have the right to establish shifts for any portion of the work in accordance with this Section.

17.3.1 If two (2) or three (3) shifts are worked, the first shift shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, the second shift shall consist of seven and one-half (7 1/2) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period and the third shift shall consist of seven (7) hours of continuous work exclusive of a one-half (1/2) non-paid lunch period for eight (8) hours pay.

17.3.2 Shift work may be performed at the option of the Contractor(s) but, when performed, it must continue for a period of not less than five (5) consecutive working days. Saturday and Sunday, if worked, can be used for establishing the five (5) day minimum shift work period. The straight time work week shall be considered to start with the day shift on Monday and end with the conclusion of the second or third shift on the fifth day. In the event the second or third shift of any regular work shall extend into a holiday the employees shall be paid at their regular shift rate.

17.3.3 To the extent permitted by the applicable provisions of the California Labor Code, the Contractor(s), with one week notice to the Union(s), may establish a four (4) day per week, ten (10) hour per day work shift. The regular work week shall be from Monday through Thursday.

17.3.3.1 Friday may be worked as a voluntary make-up day in those cases where the work is shut down due to inclement weather or an emergency situation. If a Friday is worked, the pay shall be one and one-half (1-1/2) times the straight time hourly rate for the first ten (10) hours worked. All work in excess of ten (10) hours shall be paid two (2) times the straight time hourly rate. If a sixth or seventh day is worked, the pay shall be two (2) times the straight time hourly rate.
ARTICLE 18

HOLIDAYS

18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

ARTICLE 19

REPORTING PAY

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

19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.

19.1.2 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.

19.2 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 20

TRAVEL, SUBSISTENCE and ZONE PAY

20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.
ARTICLE 21

HEALTH AND SAFETY

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

21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) 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(s). Nothing in this Agreement will make the Union(s) or District liable to any employee or to other persons in the event that injury or accident occurs.

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

21.4 The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable Master Collective Bargaining Agreement(s). The Contractor(s) and Union(s) understand that the District facilities are smoke free sites.

ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

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

22.2 All employees will comply with the security procedures established by the Contractor(s) and the District.

22.3 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.

22.4 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 23

CALL-INS

23.1 Call-ins will be governed by the applicable craft agreement.

ARTICLE 24

MISCELLANEOUS PROVISIONS

24.1 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.

24.2 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.

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

ARTICLE 25

ENTIRE AGREEMENT

25.1 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.

25.2 The 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(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 26

GENERAL SAVINGS CLAUSE

26.1 It is not the intention of either the Contractor(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(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 27

DURATION OF AGREEMENT

27.1 This Agreement shall become effective on the day the District Board ratifies this Agreement and shall continue in full force and effect for a period of four (4) years for projects awarded during the contract term until such projects are completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

The Sacramento City Unified School District staff shall provide a progress report to the District’s Board of Education after two years have elapsed in the Agreement’s term, summarizing the status of and experience with projects covered by the Agreement.
PROJECT STABILIZATION AGREEMENT

Project: ____________________________
Bid Number ______________

SIGNATURES

[Name of Project Manager] ____________________________
Sacramento-Sierra Building and Construction Trades Council

__________________________
Matt Kelly, Chief Executive Officer

[Name of Coordinator] ____________________________

__________________________

Signatory Unions:

Asbestos Workers Local #16 ____________________________
Iron Workers Local #118

__________________________
Bricklayers Local #3 ____________________________
Northern California District Council of Laborers

__________________________
Carpenters 46 Northern California Counties Conference Board ____________________________
Millwrights Local #102

__________________________
District Council of Plasterers and Cement Masons of Northern California ____________________________
Operating Engineers Local #3

__________________________
Electricians Local #340 ____________________________
District Council #16 International Union of Painters and Allied Trades

__________________________
Plasterers Local #300 ____________________________
Pile Drivers Local #34
PROJECT STABILIZATION AGREEMENT

Project: ____________________________
Bid Number ________________

SIGNATURES (Continued)

Elevator Constructions Local #8
Sheet Metal Workers Local #162

Roofers Local #81
Sprinkler Fitters Local #669

Teamsters Local #150
United Association Local #447

Boilermakers Local #549
Lathers Local #109

Laborers Local #185
ATTACHMENT A
PROJECT STABILIZATION AGREEMENT
Project: ______________________

Bid Number ____________

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) 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 "Project Stabilization Agreement" (hereinafter
AGREEMENT), and any amendments thereto, copies of which was received and is
acknowledged, hereby:

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:

The CONTRACTOR agrees to be bound by the legally established local trust
agreements as set forth in Article 16 of this AGREEMENT.

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;

Certifies that it has no commitments or agreements which would preclude its full
and complete compliance with the terms and conditions of said AGREEMENT.

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)

(Address)

(Phone) (Fax)
ATTACHMENT B

Creation of a Construction Technology Academy. The Parties have agreed to create a Construction Technology Academy ("Academy") which will be operated at the Sacramento City Unified School District's comprehensive high schools, funded cooperatively by the Unions and the District, to carry out the training and employment objectives of Attachment B. The overall objectives are to:

(a) offer opportunities and skill necessary to enter post-secondary study and to pursue lifelong learning within the broader context of the building trades industry; and

(b) develop and reinforce academic course contents standards in order to maximize career opportunities and technical competency.

Creation of Academy Steering Committee. In order to facilitate the goals of the Academy, the District and Council agree to create a steering committee which will conduct meetings at least once a month during the District academic year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design co-curricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy. The committee shall consist sixteen (16) members, of whom five members shall represent the trade JATC’s, three members of the Building Trades Council, six members from the District, including one member who shall be from District management. The District management representative shall make recommendations to the District administration. The Academy Steering Committee, in coordination with the District’s Career Services representative, shall develop and implement a plan for annual assessment of the goals and objectives of Attachment B in order to maximize the employability of the summer interns described below.

1. Annual Training Summer Sessions. Annual summer intern training sessions developed by the Academy Steering Committee shall be made available for qualified District students nominated by the District.

2. Purpose of Summer Training Sessions. The purpose of the summer intern training sessions is to teach the interns employable skills in the construction trades. The skills sets to be taught by the District shall, in part, include materials taken from a curriculum known as "SCANS" which identifies and teaches such general employability skills as dependability, responsibility, working with other people, active listening (i.e., receiving and responding to instruction), organizing work tasks, and utilizing technology. The other skill sets shall include the proper use of tools of the construction trades in addition to practical application.
of skills in the construction trades, the sessions shall include classroom and job visit components.

(b) **Number of Interns.** The goal for the summer program of 2006 shall be twenty (20) internships available for students nominated by the District. For the second year of the contract, the goal for internships available shall not exceed thirty (30) per calendar year. For each year thereafter, the goal shall not exceed sixty (60) students per year.

(c) **Number and Scope of Training Sessions.** For the first year, the number of summer training sessions shall not be less than eight (8) in number. The scope of the training sessions, and the presenters, shall be developed by the Academy Steering Committee. For subsequent years, the scope and presenters of the training sessions shall be hosted by the Trade JATC's according to the scope developed by the Academy Steering Committee.

(2) **Employment of Interns.** Beginning July, 2006, the Building Trades Council shall make arrangements for contractors working under the Project Stabilization Agreement to employ up to twenty (20) interns selected by the Academy Steering Committee. The interns shall be paid no less than $10.00 per hour for on the job training, but not for periods of time attending the classroom training sessions. The sessions shall occur over a minimum of four and a maximum of five weeks for summer internship positions beginning in July 2006, the Program Manager agrees to endeavor to employ or make arrangements for the employment of up to thirty (30) paid intern positions of students selected by the District for the same time and rate of pay as for July, 2006. Each year thereafter, the goal shall be to employ up to sixty (60) interns at the same rate and for the same duration unless otherwise agreed to by the District and the Council. The employment shall be practical and relevant to the apprenticeship requirements for the building trades, with emphasis on at least five major crafts selected by the Academy Steering Committee for each year of the contract. Due to safety, prevailing wage, and related issues, the interns shall not be employed directly on the public works projects that are the subject of the Project Stabilization Agreement and this Attachment B.

(3) **Intern Program and Priority on California Apprenticeship Council Approved Program Apprenticeship Lists.**

(a) **Establishment of an Intern Program through the Academy and Program Manager.** An intern program for construction trades careers shall be developed by the Academy Steering Committee to help facilitate placement into a California approved apprenticeship program upon successful completion of the classroom coursework and the summer intern sessions.
(b) **Priority on Apprenticeship List.** The training and employment program of the interns shall be developed by the Academy Steering Committee such that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the Building Trades Apprenticeship Programs for those which maintain a list and direct entry for those programs where direct entry is possible. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the Division of Apprenticeship Standards of the State of California Department of Industrial Relations and the standards set forth in the collective bargaining agreements for each building trade. Therefore, in order to maximize the opportunity that graduates may achieve a priority standing on an apprenticeship list or direct entry to an apprenticeship program, the Academy Steering Committee shall develop a plan for an annual assessment of the goals and objectives set out in this Attachment B and in so doing, shall coordinate with the District's Career Services representative. The annual program assessment by the Academy Steering Committee shall follow the completion of each summer internship program.

(4) **Binding Effect.** This Agreement is binding on the parties and the Program Manager, as per Attachment B to this Project Stabilization Agreement, and their successors and assigns. However, nothing in this Attachment B shall supersede the provisions of the Project Stabilization Agreement, a schedule A labor agreement or the approved standards for any Building Trades apprenticeship program.

**AGREEMENT OF SUBCONTRACTOR**

I, ___________________________, by affixing my signature hereon, understand that with the support of the Building and Construction Trades Council, the General Contractor had agreed to work with the Program Manager and the Committee to provide construction employment opportunities on this project, for people who reside in the following zip code area: ___________________________.

The Academy Steering Committee will recruit, screen, and refer qualified individuals for employment opportunities through the building and construction trades unions.

The Committee will also provide retention services to individuals referred to this project for employment. Program Manager will serve as the lead agency for the committee, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a subcontractor on this project, my participation in the Committee’s employment program is mandatory and is a material term of my contract with the General Contractor. Specifically, I agree to comply with the following requirements:
1) To contact and provide the following information to Program Manager of all apprentice level job openings on this project in a timely manner:

a. description of the job, including the trade;
b. specific qualifications, skills, and any other job requirements;
c. person's name and telephone number at my business who will be responsible for answering questions regarding the job opening, and
d. description of how applicants should apply for the job. This information shall be sent to Program Manager.

The information described in this provision will be provided to Program Manager no later than when my business sends a job order to the appropriate building and constructions trades union for the job opening.

2) To work cooperatively with the Program Manager and make good faith efforts to employ qualified individuals referred by the Program Manager. “Good faith efforts” as it applies to this project shall mean:

a. To offer the Program Manager the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
b. To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications;
c. To request construction trades unions to dispatch qualified individuals referred by the Committee by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
d. To make best efforts to hire candidates referred by the Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the Program Manager the first opportunity to provide qualified individuals for employment.
e. Good faith efforts will have been met if contractor employs one or more apprentices from the required zip codes on this project or other projects not propriety to the District.
f. Failure to employ one more apprentices from the following zip code will require employer to employ local student(s) from the required zip codes that have participated in a construction
technology academy by the District in work positions when such student(s) are available for dispatch from the program manager.

3) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in this project’s Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Dated: ____________________

(Print Name of Company)
By ________________________

(Title)
Contractor’s State License # ____________

(Name of Prime Contractor or High Level Subcontractor)
MEMORANDUM OF UNDERSTANDING
PROJECT STABILIZATION AGREEMENT
Project: ______________________
Bid Number __________

Notwithstanding any provision to the contrary in the ________________ Project Stabilization Agreement (Project Stabilization Agreement), this memorandum will confirm that work covered by the Project Stabilization Agreement as amended 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.

[Name of Project Manager] ______________________

[Name of Coordinator] ______________________

Date ______________________

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS
LOCAL UNION NO. ______________________

Sacramento City Unified School District
Project Stabilization Agreement
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SIDE LETTER TO THE

PROJECT STABILIZATION AGREEMENT
FOR THE
SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

Regarding Resolution of Jurisdictional Disputes

The Parties hereto agree that Article 6, Work Assignments and Jurisdictional Disputes, shall govern the resolution of any jurisdictional disputes that may arise on any covered project under this Agreement as amended. However, because of possible uncertainties as to the continued operation of the National Building & Construction Trades Department Plan For The Settlement of Jurisdictional Disputes in the Construction Industry and/or the continued affiliated status of certain Unions with the National Building & Construction Trades Department, the parties hereto agree that, in the event the Plan ceases to operate for any reason, or ceases to be a viable mechanism for the settlement of jurisdictional disputes on projects covered by this Agreement, the parties will immediately meet and negotiate an alternative plan for the resolution of any jurisdictional disputes that may arise on covered projects.

The Parties further agree that during any such negotiations for an alternative resolution plan, the Contractor(s) shall continue to make work assignments as set out in Article 6, and there shall be no work stoppages or strikes over jurisdictional issues on any covered projects.

In the event a jurisdictional dispute cannot be resolved pending negotiations of a final alternative resolution mechanism, the parties designate Arbitrator Gerald McKay to hear the dispute on an expedited basis and to resolve the dispute. Arbitrator McKay’s determination shall be final and binding on the work and project in question, but shall not be applicable to any other project unless the parties so agree.

Dated this ____ day of ________________, 2005 at Sacramento, California.

PROJECT MANAGER/PROJECT COORDINATOR

By: ________________________________

SACRAMENTO-SIERRA BUILDING & CONSTRUCTION TRADES COUNCIL

By: ________________________________