PROJECT LABOR AGREEMENT
—PILOT PROJECT—
FOR
MT. DIABLO UNIFIED SCHOOL DISTRICT

Introduction / Purpose

The purpose of this Project Labor Agreement ("PLA" or "Agreement") is to promote efficiency of construction operations for a project for the Mt. Diablo Unified School District ("Project") and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of this Project.

Recitals

A. WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Contra Costa Building and Construction Trades Council ("Trades Council" or "Council");

B. WHEREAS, the interests of the general public, the District, the Trades Council, the Signatory Unions and Contractor / Employers would be best served if the construction work proceeded in an orderly manner without disruption or other interferences with work;

C. WHEREAS, the Contractor / Employers and the Signatory Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on this Project by the Contractor / Employer(s) and the Signatory Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement;

D. WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of this Project, insofar as a legally binding agreement exists between the Contractor / Employer(s) and the Signatory Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail;

E. WHEREAS, the contracts for the construction of this Project will be awarded in accordance with the applicable provisions of the California Public Contract Code;

F. WHEREAS, the District has the absolute right to select the lowest responsible bidder for the award of construction contracts on this Project; and

G. WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of this Project.

Now, therefore, it is agreed between and among the parties hereto, as follows:

PLA – Mt. Diablo Unified School District &
Contra Costa Building and Construction Trades Council
Terms / Conditions

Article 1. Definitions

1.1 "Agreement" means this Project Labor Agreement, plus Appendices A, __, __ and Exhibit(s) A, __, __.

1.2 "District" means the Mt. Diablo Unified School District and the administrative staff under its Superintendent.

1.3 "Contractor / Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of this Project under contract terms and conditions approved by the District and which incorporate this Agreement for this Project.

1.4 "Construction Contract" means the public works or improvement contracts which have been signed by the District and which are necessary to complete this Project. "Construction Contract" does not include a contract between the District and any firm or individual performing construction management, program management, project management, architectural services, engineering services, project inspection services, special inspection services or testing (consistent with Section 2.1), landscape architectural services, CEQA or other environmental evaluation services, or any other services that are not "hands on" construction work on this Project, as defined herein.

1.5 "Master Agreement" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which have been made available and provided by the Trades Council to the District and are on file with the Trades Council and which are incorporated herein by reference and designated the "Schedule A(s)," and are listed in Appendix A.

1.6 "Project Manager" or "Construction Manager" means the business entity(ies) designated by the District to oversee all phases of construction on the Program and is (are)

1.7 "Project" is the "pilot project" as defined in Exhibit A and means this individual construction Project for construction of six (6) to nine (9) classrooms at site(s) to be determined at sole discretion of District that has a total minimum value of one millions dollars ($1,000,000) or more designated to be covered by this Agreement. Routine maintenance of District properties is not covered by the scope of this Agreement.

1.8 "Signatory Union(s)" or "Union" or "Unions" means one or more of the affiliated unions.
Article 2. Scope Of Agreement

2.1 Parties: This Agreement shall apply and is limited to all Contractors / Employers, at whatever tier, performing Construction Contracts on this Project, including on-site testing and inspection where such work is traditionally covered by a collective bargaining agreement with a Union, the District, the Contra Costa Building and Construction Trades Council AFL-CIO, and the Signatory Unions. This Agreement shall not apply to DSA project inspectors performing any work on this Project.

2.2 Project Description: This Agreement shall govern the award of all construction contracts for this Project. The District has the absolute right to combine, consolidate, add, or cancel this Project or portions of this Project. Once this Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, this Project shall be considered completed upon filing of a Notice of Completion.

2.3 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the 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. All disputes relating to the interpretation or application of the Project Labor Agreement shall be subject to resolution pursuant to the grievance arbitration procedure set forth herein in Section 4.2.

2.4 Exclusions:

2.4.1 This Agreement shall be limited to construction work on this Project only.

2.4.2 The parties acknowledge that this Agreement and its terms and conditions are not binding, nor do they set any precedent(s), for any future project labor agreements that the District may consider or enter into. In addition, the parties reserve the right to further negotiate the terms and conditions of any future agreement(s).

2.4.3 This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of this Project.

2.4.4 This Agreement is not intended to, and shall not affect the operation or maintenance of the District.

2.4.5 This Agreement shall not apply to a Contractor / Employer's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.

2.4.6 This Agreement shall not apply to employees of the District.

2.4.7 Agreement shall not apply to contracts awarded pursuant to any emergency public
works project(s) or any project using federal funds.

Article 3. Effect Of This Agreement

3.1 By executing this Agreement, the Trades Council, the Signatory Unions, and the District agree to be bound by each and all of the provisions of this Agreement.

3.2 By accepting the award of a construction contract for a Project, whether as contractor or subcontractor, the Contractor / Employer agrees to be bound by each and every provision of this Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A.

3.3 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 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. If a Contractor / Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor / Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4 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.

Article 4. Work Stoppages, Strikes, Sympathy Strikes And Lockouts

4.1 The Trades Council, the Signatory Unions, the District and the Contractor / Employers agree that for the duration of this Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, featherbedding, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Trades Council and/or the Signatory Unions or employees employed on a Project, at the job site of this Project or at any other facility of the District because of a dispute on this Project or with a Contactor/Employer on this Project. It shall not be considered a violation of this provision for a Signatory Union to withhold labor (but not to picket) from any Contractor / Employer who fails to make its timely payment of Trust Fund contributions or fails to meet its weekly payroll. Although disputes arising between the Trades Council and/or the Signatory Unions and Contractor(s) / Employer(s) on other projects are not governed by this Agreement, the Trades Council and/or the Signatory Unions may not take any action against Contractor(s) / Employer(s) on District property and/or on a District Project because of a dispute between the Trades Council and/or the Signatory Unions and
Contractor(s) / Employer(s) on other projects.

4.1.2 As to employees employed on this Project, there shall be no lockout of any kind by a Contractor / Employer covered by this Agreement.

4.1.3 If a Master Agreement between a Contractor / Employer and the Signatory Union expires before the Contractor / Employer completes the performance of this Project and the Signatory Union or Contractor / Employer gives notice of demands for a new or modified Master Agreement, the Signatory Union agrees that it will not strike the Contractor / Employer on said contract for work covered under this Agreement, and the Signatory 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 Signatory Union and Contract Employer. If the new or modified Master Agreement reached between the Signatory 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 which is applicable to employees employed on this Project to the date those retroactive terms became effective and to make payment of those retroactive amounts within seven (7) days.

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

4.2.1 A party invoking this procedure shall notify Gerald McKay, as the permanent arbitrator, or, Thomas Angelo, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the parties involved in the alleged violation, including the District, and the Contra Costa Building and Construction Trades Council, the involved local Signatory Union if a Signatory Union is alleged to be in violation, the Contractor / Employer, and any subcontractor(s) involved in the alleged violation.

4.2.2 Upon receipt of said notice, the Trades Council will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours.

4.2.3 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 arbitrator’s 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.
4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1, of this 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, 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. A written opinion, 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.

4.2.5 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 arbitrator’s 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 arbitrator’s award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings related to the subject matter of this Agreement and which are inconsistent with the above procedure or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party initiating the hearing and the party alleged to be in violation. The District shall bear no costs related to arbitration.

4.2.8 The parties to this Agreement agree that the labor organizations have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or disputes which they may have regarding non-District construction work and operations; provided, however, that any such activities by the Signatory Unions shall not disrupt or interfere in any way with any work done at any District site. Should a Signatory Union have a dispute with regard to non-covered work on or adjacent to any District site, the Signatory union will notify the Contra Costa Building and Construction Trades Council and shall not undertake on or adjacent
to the property, any public activity regarding the dispute.

4.2.9 To the extent any provision in this Article 4 conflicts with a Contractor / Employer’s performance of work for which the dispute resolution provisions of Public Contract Code section 20104, et seq, apply, this Article 4 shall be null and void.

Article 5. Preconstruction Conference

A preconstruction conference shall be held prior to the commencement of this construction Project. Such conference shall be attended by a representative each from the participating Contractor / Employers and Signatory Union(s) and the Project Manager and/or District representative.

Article 6. No Discrimination

The Contractor / Employers and Signatory 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 Condition (AIDS/ARC), against any employee, or applicant for employment, on this Project.

Article 7. Union Security

7.1 The Contractor / Employers recognize the Trades Council and the applicable Signatory Union as the sole bargaining representative(s) of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement is required to join any union as a condition of being employed on this Project.

7.3 All employees working on this Project shall be governed by the applicable Union Security clause of the applicable craft’s "Schedule A" Agreement. Employees hired by the Contractor(s) shall, as a condition of employment, 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.

7.4 Authorized representatives of the Signatory Unions shall have access to this Project whenever work covered by this Agreement is being performed on this Project, provided it is not disruptive to the work of this Project or the operation of the District. The District shall only allow access to the site of this Project to person(s) who comply with all the District’s site access procedures and requirements.

Article 8. Referral
8.1 Contractors / Employers performing construction work on this Project described in this Agreement shall, in filling craft job requirements 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. The Contractor / Employer(s) shall have the right to reject any applicant referred by the Signatory Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above the level of General Foreman it considers necessary and desirable, without such persons being referred by the Signatory Union(s).

8.3 In the event that referral facilities maintained by the Signatory Unions are unable to fill the requisition of a Contractor / Employer for employees within forty-eight (48) hour period (Saturday, Sundays and Holidays excluded) after such requisition is made by the Contractor / Employer, the Contractor / Employer shall be free to obtain work persons from any source.

8.4 The Trades Council and the Signatory Unions will each 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 graduates of District high schools first, residents of the District second, and residents of the East Bay Area third, to meet the needs of this Project and the requirements of the industry generally. Toward that end, the Trades Council and the Signatory Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District high schools, residents of the District, and East Bay Area residents as journeymen and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the Signatory Unions.

8.5 Recognizing the special needs of this Project and the acute shortage of skilled craftspersons, the Trades Council and the Signatory Unions shall consider a Contractor’s request to transfer key employees to work on this Project in a manner consistent with the Signatory Union’s referral procedures.

Article 9. Benefits

9.1 All Contractor / Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on this Project in the amounts designated in the Master Agreement of the applicable craft.

9.2 The Contractor / Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor / Employers who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.
9.3 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 Section 9.1 above specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.4 **Wages, Hours, Terms and Conditions of Employment:** The wages, hours and other terms and conditions of employment on this Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District and available upon request, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

**Article 10. Compliance**

It shall be the responsibility of the Contractor / Employers and Signatory Unions to investigate and monitor compliance with the provisions of this Agreement contained in **Article 9.** Nothing in this agreement shall be construed to interfere with or supersede the legal remedies available to the Signatory Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors / Employers on this Project.

**Article 11. Grievance Arbitration Procedure**

11.1 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 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 Section 12.1 may be extended by mutual written agreement of the parties.

11.2 Grievances shall be settled according to the following procedures:

11.2.1 **Step 1:** Within five (5) business days after the receipt of the written notice of the grievance, grieving party and the signatory party with whom it has a dispute shall confer and attempt to resolve the grievance.

11.2.2 **Step 2:** In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of:
11.2.2.1 Two (2) representatives of the District;
11.2.2.2 One (1) representative of the Project Manager; and
11.2.2.3 Three (3) representative of the Contra Costa Building & Construction Trades Council.

If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

11.2.3 Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below:

11.2.3.1.1 Barbara Chavany
11.2.3.1.2 Thomas Angelo
11.2.3.1.3 William Riker
11.2.3.1.4 Barry Winograd
11.2.3.1.5 Chuck Askim

11.2.3.2 The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of this Agreement. The fees and expenses of the arbitrator shall be divided equally between the grieving party and the party(s) with whom it has a dispute. The District shall bear no costs related to grievance arbitration procedures.

11.2.3.3 The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion shall be provided by the presiding Arbitrator.

11.2.3.4 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

11.2.3.5 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such
settlements shall not be precedent setting.

Article 12. Jurisdictional Disputes

12.1 The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan, or where a local or regional written agreement exists as to jurisdictional assignments, pursuant to such local or regional agreement.

12.2 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.

12.3 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 Representatives 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 shall 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 AFL-CIO, or if a party to the dispute objects, then the dispute will be settled by use of any other local, regional or state plan or method of procedure to resolve jurisdictional disputes that may exist or be adopted in the future, provided all parties to the dispute are bound to or agree to be bound to that plan or method. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interferences pending final resolution of the dispute and the work shall continue during this period as originally assigned by the Contractor/Employer.

12.4 If any Union or Contractor/Employer fails to immediately and fully comply with a final decision rendered in any jurisdictional dispute, 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.

The time limits in this section may be extended by mutual written agreement of the affected Contractor/Employer and the affected crafts.

Article 13. Apprentices

13.1 Recognizing the need to maintain continuing support of programs designed to develop
adequate numbers of competent workers in the construction industry, the Contractor / Employer(s) shall employ apprentices of a State approved Apprenticeship Program 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.

13.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determination.

13.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

Article 14. Helmets To Hardhats

14.1 The Contractor / Employer(s) and the Trades Council recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. When appropriate, the Contractor / Employer(s) and Trades Council agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs identified by the parties.

14.2 The Contractor / Employer(s) and Trades Council agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Signatory Unions will give credit to such veterans for bona fide, provable past experience.

Article 15. Management Rights

15.1 The Contractor / Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the applicable Master Agreement shall be recognized.

15.2 Except as allowable pursuant to Section 3400 of the Public Contract Code, 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. Lawful fabrication provisions of the applicable national or local collective bargaining agreement(s) shall be applicable.
Article 16. Savings Clause

16.1 The parties agree that in the event any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of this 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 work 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 work in question.

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

16.3 If a court of competent jurisdiction determines the all or part of this Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that this Agreement will not be required as part of an award to a Contractor / Employer, the Trades Council and the Signatory Union(s) will no longer be bound by the provisions of Article 4.

Article 17.

17.1 This Agreement shall become effective on the day the District awards the first contract covered by the scope of this Agreement, provided that all Signatory Union signatories have first executed this Agreement, all applicable Master Agreement(s) have been provided to the District, and shall continue in full force and effect until this Project is complete.

17.2 The District or the Trades Council may terminate this Agreement upon seven (7) days written notice to the other party if the District has not yet provided notice(s) to proceed to construct this Project.

Dated: April 12, 2006
Mt. Diablo Unified School District
By: Gary McHenry
Print Name: Gary McHenry
Print Title: Superintendent

Dated: __________________________, 20___
Contra Costa Building & Construction Trades Council AFL-CIO
By: ___________________________
Print Name: Greg Feere
Print Title: CEO

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<td>Plasterers Local Union #66</td>
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<td>Sheet Metal Workers Local #104</td>
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<td>Laborers Local #324</td>
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<td><strong>Boilermaker Local #549</strong></td>
<td><strong>Plumbers &amp; Steamfitters #159</strong></td>
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Exhibit A

Pilot Project List

Construction of six (6) to nine (9) classrooms at site(s) to be determined at sole discretion of District.
Addendum A

Letter of Assent

[Date]

[Addressee]
[Address]
[City and State]

Re: [NAME OF PROJECT],
    Pilot Project,
    Project Labor Agreement -- Letter of Assent

Dear Mr. / Ms. ____________:

The undersigned party confirms that it agrees to be a party to and bound by the [NAME OF PROJECT], a pilot Project Labor Agreement, together with all appendixes and any and all amendments and supplements now existing.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the (NAME OF PROJECT). The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Contractor/Subcontractor: ____________________________

California State License Number: ____________________________

By: ____________________________

Print Name: ____________________________

Print Title: ____________________________

Telephone Number: ____________________________

Fax Number: ____________________________