Rancho Santiago
Community College District
Project Stabilization Agreement
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RECITALS</td>
<td>1</td>
</tr>
<tr>
<td>2. DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>3. SCOPE OF AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>3.1 Parties</td>
<td>3</td>
</tr>
<tr>
<td>3.2 Covered Work and Projects</td>
<td>3</td>
</tr>
<tr>
<td>3.3 Project Labor Disputes</td>
<td>3</td>
</tr>
<tr>
<td>3.4 Exclusions</td>
<td>3</td>
</tr>
<tr>
<td>4. EFFECT OF AGREEMENT</td>
<td>4</td>
</tr>
<tr>
<td>5. WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS</td>
<td>4</td>
</tr>
<tr>
<td>6. BID NOTICES, BID PACKAGES AND PRE-JOB CONFERENCES</td>
<td>6</td>
</tr>
<tr>
<td>7. NO DISCRIMINATION</td>
<td>6</td>
</tr>
<tr>
<td>8. UNION SECURITY</td>
<td>6</td>
</tr>
<tr>
<td>9. REFERRALS</td>
<td>7</td>
</tr>
<tr>
<td>10. BENEFITS</td>
<td>7</td>
</tr>
<tr>
<td>11. EMPLOYEE GRIEVANCE PROCEDURES</td>
<td>8</td>
</tr>
<tr>
<td>12. REGULATORY COMPLIANCE</td>
<td>8</td>
</tr>
<tr>
<td>13. COMPLIANCE</td>
<td>8</td>
</tr>
<tr>
<td>14. GRIEVANCE ARBITRATION PROCEDURE</td>
<td>8</td>
</tr>
<tr>
<td>15. JURISDICTIONAL DISPUTES</td>
<td>10</td>
</tr>
<tr>
<td>16. SAFETY, PROTECTION OF PERSON AND PROPERTY</td>
<td>10</td>
</tr>
<tr>
<td>17. MANAGEMENT RIGHTS</td>
<td>11</td>
</tr>
<tr>
<td>18. SAVINGS CLAUSE</td>
<td>11</td>
</tr>
<tr>
<td>19. AGREEMENT MODIFICATIONS</td>
<td>11</td>
</tr>
<tr>
<td>20. SUCCESSOR CLAUSE</td>
<td>11</td>
</tr>
<tr>
<td>21. DURATION OF AGREEMENT</td>
<td>11</td>
</tr>
<tr>
<td>22. RIGHTS OF THE DISTRICT UPON BREACH</td>
<td>11</td>
</tr>
<tr>
<td>23. LEGAL COST SHARING AGREEMENT</td>
<td>12</td>
</tr>
<tr>
<td>24. WORK OPPORTUNITIES PROGRAM</td>
<td>12</td>
</tr>
</tbody>
</table>
PROJECT STABILIZATION AGREEMENT
FOR RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MEASURE E CONSTRUCTION PROJECTS

THIS PROJECT STABILIZATION AGREEMENT (hereinafter “Agreement”) is entered into as of this 11th day of March, 2003 (the “Effective Date”), by and among: (i) Rancho Santiago Community College District (hereinafter referred to as the “District”), (ii) the Los Angeles and Orange Counties Building and Construction Trades Council (hereinafter referred to as the “BCTC”), and (iii) the craft unions affiliated with the Building and Construction Trades Department of the AFL-CIO (hereinafter referred to individually as each “Union” and collectively as the “Unions”). The District, the BCTC, and the Unions are herein collectively referred to as the “Parties” and individually as a “Party”.

1. RECITALS.

WHEREAS, The District has identified a number of major capital improvement projects (identified in Appendix A hereto, the “Measure E Projects”) that the District hopes to undertake and pay for with funds coming from the District’s recently passed “Measure E” bond measure (“Measure E Funds”); and

WHEREAS, the successful completion of the District’s Measure E Projects is of the utmost importance to the general public in the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of all the Measure E Projects, and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Measure E Projects, including workers affiliated with and/or represented by the Unions and/or the BCTC; and

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

WHEREAS, the Parties believe that by agreeing to establish and stabilize wages, hours and working conditions for the workers employed on Measure E Projects, a satisfactory, continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said projects; and

WHEREAS, the interests of the general public, the District, the Unions, and the contractors who shall carry out the work on the Measure E Projects will be best served if said projects can proceed in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing or other interferences with work; and

WHEREAS, the District and the Unions believe that this Agreement provides the District with the opportunity to establish a partnership with the local construction labor community respecting the District’s Measure E Projects, the benefits of which are expected to be: project cost containment, the efficient and economical completion of projects to secure optimum productivity; a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes,
slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under this Agreement; and

WHEREAS, the Parties believe it is desirable that this Agreement apply to contracts for capital improvement work respecting Measure E Projects that go out to bid after the Effective Date to the extent said contracts exceed $200,000 and are paid for with Measure E Funds ("Covered Contracts"), and

WHEREAS, to date, the District has only awarded one construction contract for work on a Measure E Project; and

WHEREAS, the objectives of the Parties respecting this Agreement can only be achieved if the Covered Contracts are awarded exclusively to contractors who agree to be bound by the terms of this Agreement.

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

2. DEFINITIONS. Capitalized terms utilized in this Agreement which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

2.1 "Contractor" means an individual, firm, partnership or corporation, business entity of any form or combination thereof, including joint ventures, which is an independent contractor and has entered into a Covered Contract with the District or any of its contractors or subcontractors of any tier, with respect to Covered Work for any part of a Covered Project.

2.2 "Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting a Measure E Project that goes out to bid during the term of this Agreement to the extent that said contract exceeds $200,000 and is paid for with Measure E Funds.

2.3 "Covered Project" means a Project that is the subject of a Covered Contract.

2.4 "Covered Work" means work performed by a Contractor pursuant to a Covered Contract; provided, however, that "Covered Work" shall not include "Maintenance Work", or work or contracts of any kind or amount related to the provision of furniture, machinery, mechanical equipment, and/or electronic materials for any Project regardless of the size of the contract. "Covered Work" shall, however, include all other work respecting a Covered Project, including, without limitation: (i) all work related to the delivery of rock, sand or gravel and ready mixed concrete, and (ii) all work within the classifications of building/construction inspectors and/or field soils and material testers/inspectors.

2.5 "Maintenance Work" means all of the following:

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

2.6 "Master Labor Agreements" means the master labor agreements for the local Signatory Unions as set forth in Appendix C hereto.
2.7 "Project" means a project as defined in Section 22002 of California's Public Contracts Code.

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

3. SCOPE OF AGREEMENT.

3.1 Parties. The Agreement shall only apply to the District, the BCTC, the Unions and all Contractors who shall hereafter enter into Covered Contracts to perform Covered Work on Covered Projects.

3.2 Covered Work and Projects. This Agreement shall govern the award of each Covered Contract respecting work on Covered Projects. Notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contracts Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsive and responsible bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on the Measure E Projects; provided, however, that Projects shall not be intentionally split in order to avoid compliance with this Agreement. Should the District remove any Project listed in Appendix A and thereafter authorize that construction work be commenced on the Project during the term of this Agreement, construction work on the Project shall be governed by the terms of the Agreement. Once a Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a Project shall be considered completed upon acceptance of the work by the District as defined by the Public Contracts Code.

3.3 Project Labor Disputes. All project labor disputes involving the application or interpretation of a collective bargaining agreement to which a signatory Contractor and a Signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement, provided, however, that the Union shall have no right to engage in strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind for any reason. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the grievance arbitration procedure set forth herein.

3.4 Exclusions.

3.4.1 The Agreement shall be limited to Covered Work undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this Agreement, or after the expiration or termination of the Agreement.

3.4.2 The Agreement is not intended to, and shall not affect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determinations by the District respecting the intended scope of a Covered Project shall be final and binding on all parties.

3.4.3 This Agreement shall not apply to relationships, rights, duties and obligations between a Contractor and its own executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), office and clerical employees.
4. **EFFECT OF AGREEMENT.**

4.1 By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

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

4.3 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of Covered Work, the Contractor shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor, as a part of accepting an award of a subcontract respecting Covered Work, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work.

4.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.5 The Master Labor Agreements for the respective Unions that are identified in Appendix C hereto shall be applicable to Covered Contracts for Covered Work that are let during the term of this Agreement; except to the extent that a Master Labor Agreement is in conflict with any of the stated terms of this Agreement, in which case the provisions of this Agreement shall control.

5. **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS.**

5.1 The Parties agree that for the duration of the Covered Contracts awarded under this Agreement:

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

5.1.2 As to employees employed on a Covered Project, there shall be no lockout of any kind by a Contractor covered by the Agreement.

5.1.3 The parties agree that project delays caused by violations of Sections 5.1.1 and 5.1.2 of this Agreement will cause the District to sustain damages. They agree that it would be impractical or extremely difficult to fix the actual amount of such damages. Therefore, the parties agree that, in the event of a breach of either of these provisions, the party in breach shall pay to the District the sum of $20,000 per shift from the time that the District determines that a delay has occurred until the District determines that the Project is again on the construction schedule. This payment, when made, shall constitute the exclusive damages remedy of the District for the delays specified, but shall not prevent the District from seeking injunctive or other relief. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code Sections 3275 or 3369, but,
instead, is intended to constitute liquidated damages to the District pursuant to Sections 1671, 1676, and 1677 of the California Civil Code.

5.1.4 If a collective bargaining agreement between a Contractor and one or more of the Union expires before the Contractor completes the performance of a Covered Contract for a Covered Project and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on any Covered Project and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union(s) and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days, at no cost to the District.

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

5.2.1 Upon execution of this Agreement by the Contractor, the parties shall designate, in writing, an individual to serve as permanent arbitrator, and notify the District’s project manager of this selection.

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

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

5.2.4 The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the 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.

5.2.5 The sole issue at the hearing shall be whether or not a violation of the Agreement has occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. The arbitrator, as part of the order, shall determine the losing party.

5.2.6 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following
manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 5.2.4 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.

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

5.2.8 The fees and expenses of the arbitrator shall be borne by the losing party.

6. **BID NOTICES, BID PACKAGES AND PRE-JOB CONFERENCES.** The District shall send to the BCTC the notice calling for bids for any Project and setting a date for a pre-bid conference ("Bid Notice") and the BCTC shall provide a copy of said Bid Notice to each Signatory Union. The BCTC and all interested Signatory Union representatives may attend the pre-bid conference. This Agreement shall be included in the District's bid specification package for covered Project work and each Contractor ("of any tier") who becomes a successful bidder shall be required to execute a copy of this Agreement and sign, prior to the start of the Project, any necessary documents to implement the Agreement, including the "Trust Agreements" referenced in Article 10 hereof. Within ten (10) days of issuing a "Notice to Proceed" to a successful bidder respecting a Covered Contract, the District and the BCTC shall set a date for a pre-job conference with the Contractor who shall have submitted the winning bid and the District shall provide written notice of said pre-job conference meeting to the BCTC ("Pre-Job Conference Notice"). The BCTC shall provide a copy of the Pre-Job Conference Notice to each Signatory Union and the BCTC and all interested Signatory Union representatives may attend said pre-job conference meeting. At the pre-job Conference, the Contractor shall be prepared to supply to interested Union representatives general information respecting the Covered Project based a standard BCTC Pre-Job Conference Questionnaire, an exemplar of which is attached as Appendix B hereto.

7. **NO DISCRIMINATION.** The Contractors and Unions agree not to engage in any form of discrimination on the ground or because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee or applicant for employment, on the Project. Employees must be able to perform the physical requirements of the job.

8. **UNION SECURITY.**

8.1 Each Contractor accepting a Covered Contract with the District respecting a Covered Project agrees to recognize the Union(s) as the sole bargaining representative of all craft employees working on the Covered Project.

8.2 Except as otherwise provided herein, all employees employed by a Contractor to work on a Covered Project will be required to become members of and maintain membership in the appropriate Union covering their particular craft(s) after rendering seven (7) days of consecutive or cumulative employment on a Covered Project. For purposes of this Agreement, "membership" in a Union shall be deemed satisfied by an employee tendering to the Union covering the employee's respective craft or trade, the periodic dues and fees that are uniformly required to be paid by members of said Union to the extent required by law, provided, however, that an employee shall not be required to pay any initiation fee (or similar fee) to join a Union solely by reason of said employee's work on a Covered Project.
9. **REFERRALS.**

9.1 The Union(s) shall be the primary source of craft labor employed on the Project or Projects at any given time; provided, however, that, notwithstanding any provision to the contrary in this Agreement: (i) no owner or office staff member of any Contractor shall be required to become a member of any Union, and (ii) Contractors not already signed to an appropriate collective bargaining agreement shall be permitted to utilize their own journeyman level key personnel to perform Covered Work subject to the following guidelines: (1) a Contractor's journeyman level key personnel must register with the Union covering their particular craft and otherwise comply with the requirements of Section 8.2 above, (2) no more than Twenty percent (20%) of the total number of employees working for any single Contractor on any single Covered Project may be journeyman level key personnel at any one point in time, (3) each Contractor is allowed to have a maximum of fifteen (15) key personnel working on any single Covered Project, and (4) each Contractor shall be allowed at least one (1) key personnel regardless of the foregoing calculations as long as at least one (1) person has been dispatched to the Covered Project from the local Union hiring hall. An employee shall be considered a member of a Contractor's key personnel for the purpose of this Section if the employee's name appears on the Contractor's active payroll for 60 of the 100 working days prior to the award of the Covered Contract.

9.2 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Unions when such procedures are not in violation of Federal law.

9.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such requisition is made by the Contractor, the Contractor shall be free to obtain requested workers from any source, notwithstanding Section 9.1 above, and thereafter the Contractor may retain any such worker(s) so hired for the remainder of the Project.

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

10. **BENEFITS.**

10.1 Contractors accepting Covered Contracts shall, as a condition to the effectiveness of same, execute such subscription and/or trust agreements (collectively, "Trust Agreements") as are required under the Master Labor Agreements for the Signatory Unions in order to memorialize the Contractor's agreement to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds (collectively, "Trust Funds") in the amounts designated in the Master Labor Agreements of the appropriate local Signatory Unions for all employees of the Contractor who are employed to work on a Covered Project. Contractors shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article except that Contractors who are signatory to collective bargaining agreements with respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.
10.2 By accepting a Covered Contract respecting a Covered Project, each Contractor agrees to be bound by the written terms of the legally established Trust Agreements, as described in 10.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

11. **EMPLOYEE GRIEVANCE PROCEDURES.** Any Contractor which is not otherwise bound through an agreement with a labor organization to a grievance procedure which has jurisdiction to consider and resolve disputes between the Contractor and the Contractor's employees relating to Covered Work on a Covered Project (including matters related to the imposition of discipline or dismissal of the Contractor's employees working on a Covered Project or other terms and conditions of employment), shall be bound to utilize the grievance procedures contained in the Master Labor Agreement of the particular craft Union representing the employee(s) involved in the dispute. Contractors working under Covered Contracts shall not impose discipline or dismissal on its employees respecting Covered Work without just cause.

12. **REGULATORY COMPLIANCE.** All Covered Contracts awarded by the District for Covered Work shall be awarded and managed in accordance with other applicable provisions including, but not limited to, the Public Contract Code and shall include the following requirements:

12.1 The District, the Union(s), all Contractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to those relating to safety and health, employment and applications for employment;

12.2 All persons who perform labor in the execution of a Covered Contract shall be paid not less than the general prevailing rate of wages for work of a similar character in the locality in which the work is performed as provided in Labor Code Section 1771; and

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

13. **COMPLIANCE.** The District will, at no cost to the District, cooperate with the Signatory Unions in establishing a program to monitor compliance with the provisions of this Agreement. The program shall consist of a training and certification program to allow designated representatives full access to work-sites and record keeping materials commensurate with complete, timely and thorough investigative ability to properly monitor the agreement. The local Unions shall be responsible for the costs of any training programs. Nothing in this Agreement shall circumvent a Signatory Union's normal ability to monitor the payment of wages and fringe benefits as outlined in related Master Labor Agreements including parties related to those documents by virtue of this Agreement.

14. **GRIEVANCE ARBITRATION PROCEDURE.**

14.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (the local Union or the local Union's District Council on behalf of the local Union, or on behalf of an employee whom the local Union represents, or a Contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits articulated in this Article may be extended by mutual agreement (oral or written) of the parties.
14.2 In the event of a dispute over this Agreement, the parties may meet for the purpose of resolving the dispute prior to proceeding to the grievance process. The parties must mutually agree to such a meeting.

14.3 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the business representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor shall confer and attempt to resolve the grievance.

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 refer it within three (3) business days to step 3 of the grievance process.

Note: Before proceeding to step 3 of this grievance process, the parties are strongly urged to meet to attempt to resolve any issues related to this Agreement.

Step 3: In the event that the representative(s) of the Union(s) involved and the Contractor’s representative cannot agree on a settlement of the grievance after a meeting is held as stated in Step 2, then within five (5) business days of such meeting, the parties shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (the “FMCS”). The parties shall then in turn (selecting the first party to strike by coin toss) strike the names off the FMCS list until one name is left and said arbitrator shall be contacted to conduct the arbitration. If, for any reason, the arbitrator so selected cannot serve, the above described selection process shall begin anew. The arbitration shall be held in Orange County, California and said proceeding shall be conducted in accordance with the current rules and regulations of the American Arbitration Association.

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 the Agreement. The expense of the arbitrator shall be borne by the losing party, as determined by the arbitrator.

The arbitrator shall arrange for a hearing no later than fourteen (14) calendar days from the date of his 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 may be requested by a party from the presiding arbitrator. However, the requesting party will bear the cost of the request.

The time limits specified in any step of the Grievance Procedure set forth in this Article 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 a request for an 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.
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.

15. **JURISDICTIONAL DISPUTES.**

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

15.2 In the event of a jurisdictional dispute between any Signatory Unions, it is agreed that the dispute shall be resolved through implementation of the following procedures:

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

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

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

15.3 If any Union or Contractor fails to immediately and fully comply with a final decision rendered in any to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

15.4 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages, without first complying with or exhausting the procedures set forth in this Article and/or Article 14 for the resolution of such jurisdictional dispute.

16. **SAFETY, PROTECTION OF PERSON AND PROPERTY.** It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District. The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for the standby time at their appropriate hourly rate of pay.
17. MANAGEMENT RIGHTS. This Agreement shall not alter or affect the right of each Contractor to 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 the working efforts of employees.

18. SAVINGS CLAUSE.

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

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

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

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

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

21. DURATION OF AGREEMENT.

21.1 The Agreement shall continue in full force and effect for three (3) years after the date of the first contract awarded under this Agreement. No sooner than six (6) months and no later than one (1) day prior to the four year anniversary of the date of the first contract awarded under this Agreement, any Party shall have the right to provide at least three (3) months’ notice of its intention to renegotiate and/or terminate this Agreement. In the event no Party acts to terminate or renegotiate this Agreement in the manner described in the preceding sentence, this Agreement shall automatically continue in effect for an additional two (2) years.

21.2 Notwithstanding the provisions of Section 21.1, except as provided for in Article 22 below, in the event a Covered Project is commenced under the terms of this Agreement, this Agreement shall continue to apply to the Project until the completion of said Project, without regard to the intervening expiration of the Agreement.

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

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

24. **WORK OPPORTUNITIES PROGRAM**. The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the District to meet the labor needs of the Covered Projects specifically, and the requirements of the local construction industry generally. Towards that end, the Parties agree to cooperate respecting the establishment of a Work Opportunities Program for District residents, the primary goals of which shall be to maximize: (i) construction work opportunities for District residents, and (ii) business opportunities for minority and women owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that the public agencies promote and encourage the use of minority and women owned businesses on public projects. In furtherance of the foregoing, the Unions specifically agree to:

24.1 Establish an apprenticeship program for District residents whereby residents will be trained in a pre-apprenticeship job skill to enable them to gain employment/training within the Signatory Unions, and

24.2 Encourage the referral and utilization, to the extent permitted by law and hiring hall procedures, of qualified District residents as journeymen, apprentices and trainees on the Covered Projects and entrance into such qualified apprenticeship and training programs as may be operated by the Signatory Unions.

[SEE ATTACHED SIGNATURE PAGES]
SIGNATURE PAGES TO
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Rancho Santiago Community College District
By: Edward Hernandez, Jr., Chancellor

Executive Secretary, Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO
By: Richard Salerno
Name: RICHARD SALERNO
Title: EXECUTIVE SECRETARY

(Assbestos) Heat and Frost Insulators, Local #5
By: Tom Leaman
Name: TOM LEAMON
Title: BUS. REP

Boilermakers, Local #92
By: Edward Hernandez
Name: EDWARD H. HERNANDEZ
Title: PRES.

Electricians, Local #441
By: Henry M. Chappell
Name: DEREK M. CHAPPELL
Title: BUSINESS MANAGER

Bricklayers & Allied Craftworkers Local #4
By: Joseph C. Salis
Name: JOSEPH C. SALIS
Title: FIELD REP

Elevator Constructors, Local #18
By: Ernest L Brown
Name: ERNEST L BROWN
Title: BUSINESS MANAGER

Bricklayers & Allied Craftworkers-Local #18
By: Eddie R. Brown
Name: EDWARD R. BROWN
Title: PRESIDENT

Southern California District Council Of Carpenters
By: Jim Flores
Name: JIM FLORES
Title: BUSINESS MANAGER

Glaziers, Local #636
By: Harry Cook
Name: HARRY COOK
Title: D.C. 36 Bus Rep

Ironworkers, Local #509
By: Sam Martinez
Name: SAM MARTINEZ
Title: BUSINESS MANAGER / PST.

Ginete Workers, Local #345
By: David C. Alexander
Name: DAVID C. ALEXANDER
Title: BUSINESS MANAGER

Ironworkers, Local #416
By: Jack C. Holt
Name: JACK C. HOLT
Title: BUSINESS MANAGER
Resilient Floor and Decorative Covering, Local #1247
By: Henry Cook
Name: Henry Cook
Title: D.C. B. R. B. R.

Laborers, Local #882
By: Henry Jmaller
Name: Henry Jiimaller
Title: Field Rep.

Teamsters, Local #986
By: Gene Greener
Name: Gene Greener
Title: Business Rep.

District Council No. 16 of Plasterers and Cement Masons
By: Art Martinez, Jr.
Name: Art Martinez, Jr.
Title: I.B.S.

Southern California District Council of Painters and Allied Trades, Local #36
By: Haror Cook
Name: Haror Cook
Title: D.C. B. R. B. R.

United Association, Local #250
By: Eddie Barre
Name: Eddie Barre
Title: Business Manager

United Association, Local #709
By: Mike Stevenson
Name: Mike Stevenson
Title: Bus. Rep.

District Council of Laborers
By: Henry Rodger
Name: Henry Rodger
Title: Sec. B. Rep.

Roofers and Waterproofers, Local #220
By: Brent B. Bawor
Name: Brent B. Bawor
Title: Business Manager/Financial Secretary

Laborers, Local #652
By: Chmnamda Esparr
Name: Chmnamda Esparr
Title: Acting Field Manager

Sheet Metal Workers, Local #105
By: Eddie Marre
Name: Eddie Marre
Title: Bus. Rep.

Plasterers, Local #200
By: Paul Marre
Name: Paul Marre
Title: Business Rep.

Cement Masons, Local #500
By: Art Martinez, Jr.
Name: Art Martinez, Jr.
Title: I.B.S.

United Association, Local #592
By: Eugene Genovese
Name: Eugene Genovese
Title: Bus. Rep.

United Association, Local #345
By: Benjamin Reed
Name: Benjamin Reed
Title: Bus. Rep.

United Association (Pipe Trades)
By: B. R. B. R.
Name: B. R. B. R.
Title: Sec. B. Rep.
Operating Engineers, Local #12

By: 
Name: 
Title: 

By: 
Name: 
Title: 

By: 
Name: 
Title: 

By: 
Name: 
Title: 

By: 
Name: 
Title:
"It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors on this project shall be performed under the terms of its National Agreements, of this Project Agreement, which shall apply to such work."

Project Executive

Ernie Brown
Business Manager
IUEC LOCAL 18
APPENDIX A

SCHEDULE OF MEASURE E PROJECTS

Rancho Santiago Community College District ("District") has identified the following capital improvement projects as projects that the District hopes to undertake with funds coming from the District's Measure E bond measure:

<table>
<thead>
<tr>
<th>NO.</th>
<th>LOCATION</th>
<th>PROJECT</th>
<th>ESTIMATED COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SAC</td>
<td>Repair and renovate deteriorating classrooms and labs in fourteen (14) aging buildings (C, D, G, H, J, K, M, N, P, R, S, T, U, and W).</td>
<td>$17,500,000</td>
</tr>
<tr>
<td>2</td>
<td>SAC</td>
<td>Repair and renovate the library, its classrooms, labs and support area and wire for computers and technology.</td>
<td>$1,700,000</td>
</tr>
<tr>
<td>3</td>
<td>SAC</td>
<td>Repair and renovate aging and deteriorating data and electric wiring, plumbing, sewer and storm drain systems, improve accessibility, fix safety hazards including earthquake dangers and otherwise bring aging structures into code compliance.</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>4</td>
<td>SCC</td>
<td>To insure student safety and prepare to construct campus classrooms, labs and buildings, provide for site grading, electrical wiring, vehicular/pedestrian access, lighting, landscape development and water, sewer, and storm drain systems.</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>5</td>
<td>SAC</td>
<td>Repair, renovate and rewire for technology and computers of classrooms and learning spaces in the Workplace and Career Development Center.</td>
<td>$400,000</td>
</tr>
<tr>
<td>6</td>
<td>SCC</td>
<td>Repair and renovate classrooms and labs in Buildings “A”, “B”, and “D”.</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>7</td>
<td>SAC/OFF-SITE</td>
<td>Repair and renovate classrooms, for science, math, English labs and other academic and vocational programs at continuing education centers.</td>
<td>$2,500,000</td>
</tr>
<tr>
<td>8</td>
<td>SAC</td>
<td>Repair, renovate and expand outdoor field space for physical education, physical therapy, orthopedic exercise and rehabilitation, exercise physiology and exercise learning facilities.</td>
<td>$850,000</td>
</tr>
<tr>
<td>9</td>
<td>DISTRICT-WIDE</td>
<td>Replace aging telephone/computer network including software and hardware to enable students to register, receive assignments/grades, and communicate with faculty on-line and to improve overall academic management.</td>
<td>$11,000,000</td>
</tr>
<tr>
<td>NO.</td>
<td>LOCATION</td>
<td>PROJECT</td>
<td>ESTIMATED COST</td>
</tr>
<tr>
<td>-----</td>
<td>----------------</td>
<td>-------------------------------------------------------------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>10</td>
<td>SAC/OFF-SITE</td>
<td>Build/acquire/equip classrooms, science, math and English labs in Garden Grove Center.</td>
<td>$13,000,000</td>
</tr>
<tr>
<td>11</td>
<td>SCC</td>
<td>To enhance student safety, acquire land to expand the campus academic and extracurricular programs, and support services.</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>12</td>
<td>SCC/OFF-SITE</td>
<td>Build/acquire/equip classrooms and English, math, science and computer labs for a continuing education center.</td>
<td>$11,000,000</td>
</tr>
<tr>
<td>13</td>
<td>SAC</td>
<td>To enhance student safety, acquire land and construct facilities to expand the campus academic, extracurricular programs, and support service</td>
<td>$8,000,000</td>
</tr>
<tr>
<td>14</td>
<td>SCC</td>
<td>Build and equip college library and learning resource center including study areas, seminar rooms, classrooms, and academic computer areas.</td>
<td>$10,000,000</td>
</tr>
<tr>
<td>15</td>
<td>SAC</td>
<td>Build classrooms, labs, and provide computer network and equipment for a math and science building.</td>
<td>$31,000,000</td>
</tr>
<tr>
<td>16</td>
<td>SAC</td>
<td>Build and equip classrooms and labs for teacher training/child development building.</td>
<td>$4,500,000</td>
</tr>
<tr>
<td>17</td>
<td>SAC</td>
<td>Build and equip women’s restrooms and changing facilities.</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>18</td>
<td>SAC</td>
<td>Build and equip classrooms and labs for digital technologies including computer graphics, arts, video/sound design, animation and related academic, vocational and learning support programs.</td>
<td>$14,000,000</td>
</tr>
<tr>
<td>19</td>
<td>SAC/OFF-SITE</td>
<td>Build and equip classrooms and labs and academic support facilities for public safety training programs.</td>
<td>$15,500,000</td>
</tr>
<tr>
<td>20</td>
<td>SAC/OFF-SITE</td>
<td>Build and equip classrooms, labs for technology-based business incubator.</td>
<td>$13,000,000</td>
</tr>
<tr>
<td>22</td>
<td>SCC</td>
<td>Build and equip classrooms and labs for arts and humanities building.</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>23</td>
<td>SCC</td>
<td>Build and equip study areas, computer network, lecture/meeting/seminar rooms, and support facilities for student academic and community service programs and projects.</td>
<td>$18,000,000</td>
</tr>
<tr>
<td>24</td>
<td>SCC</td>
<td>Build and equip classrooms, seminar rooms, and labs for arts and communication instruction.</td>
<td>$12,000,000</td>
</tr>
<tr>
<td>25</td>
<td>SCC</td>
<td>Build and equip classrooms and learning facilities for use and instruction in exercise, exercise physiology, physical therapy, orthopedic exercise.</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>NO.</td>
<td>LOCATION</td>
<td>PROJECT</td>
<td>ESTIMATED COST</td>
</tr>
<tr>
<td>-----</td>
<td>----------</td>
<td>------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>26</td>
<td>SCC</td>
<td>Build and equip classrooms, labs, computer hook-ups and learning support facilities for math and science center.</td>
<td>$30,000,000</td>
</tr>
<tr>
<td>27</td>
<td>SCC</td>
<td>Improve traffic safety, relieve traffic congestion on campus and alleviate campus and neighborhood parking issues and safety concerns, improve access for fire and emergency vehicles.</td>
<td>$1,200,000</td>
</tr>
<tr>
<td>28</td>
<td>SAC</td>
<td>Improve traffic safety, relieve traffic congestion on campus and alleviate campus and neighborhood parking issues and safety concerns, improve access for fire and emergency vehicles.</td>
<td>$15,350,000</td>
</tr>
</tbody>
</table>
APPENDIX B

BCTC PRE-JOB CONFERENCE QUESTIONNAIRE
PRE-JOB CONFERENCE QUESTIONNAIRE

(Job Reference)

GENERAL CONTRACTOR: ____________________________________________________________

(Name)

CALIFORNIA STATE LICENSE NUMBER: ______________________________________________

MEETING: (Date) (Time) (Place)

PRESENT: (See attached attendance list)

JOB DESCRIPTION:________________________________________________________________

_____________________________________________________________________________

JOB LOCATION: ___________________________________________ JOB PHONE #:___________

COST OF JOB: ___________ START DATE: ___________ COMPLETION DATE: ___________

JOB SUPERINTENDENT: _______________________ HIRING: _________________________

PROJECT MANAGER: ____________________________________________________________

SHIFTS: ___________ PAYDAY: ___________ PAY PERIOD ENDS: _________________

INSURANCE: DISABILITY: _______________________________________________________

COMPENSATION: ________________________________________________________________

FIRST-AID: _______________________ HOSPITAL: ________________________________

SAFETY: ______________________________________________________________________

PARKING: _____________________________________________________________________

DRINKING WATER: ______________________________________________________________

SANITATION FACILITIES: _______________________________________________________

NUMBER OF MEN/CRAFTS: _______________________________________________________________________

CONTRACT EXCLUSIONS: _______________________________________________________________________

SUBCONTRACTOR(S) LIST: ☐ See Attached List ☐ To Be Supplied by Contractor at a Later Date

IRVDOCS:59395.10
APPENDIX C

SCHEDULE OF MASTER LABOR AGREEMENTS

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