RIO HONDO COMMUNITY COLLEGE DISTRICT

NEW FACILITIES, MAJOR RENOVATIONS, AND FACILITIES REHABILITATION

PROJECT LABOR AGREEMENT

March 8, 2005
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ATTACHMENT A LETTER OF ASSENT
ATTACHMENT B DEFINITION OF DISTRICT
RIO HONDO COMMUNITY COLLEGE DISTRICT
NEW FACILITIES AND MAJOR RENOVATIONS AND FACILITIES REHABILITATION PROJECT
LABOR AGREEMENT

This Project Labor Agreement (hereinafter, "Agreement") is entered into this 8th day of March, 2005, by
and between the Rio Hondo Community College District, its successors or assigns, (hereinafter "District") and the
Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter "Council"), and the signatory
Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"). This Agreement
establishes the labor relations Policies and Procedures for the District, the contractors awarded contracts for Project
Work and for the craft persons employed by the contractors and represented by the Unions while engaged in the
Project Work defined in Section 2.2.

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will
become the policy of the District for the Project Work to be contracted exclusively to contractors who agree to
execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (Attachment A), and
to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by
incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for
each and every contract for Project Work to be awarded by the District.

It is further understood that the District shall actively administer and enforce the obligations of this
Agreement to ensure that the benefits envisioned from it flow to all signatory parties, the contractors and
craftpersons working under it, and the residents and taxpayers of the District. The District shall designate a Project
Labor Agreement Administrator (PLA Administrator), to monitor compliance with this Agreement; assist, as the
authorized representative of the District, in developing and implementing the programs referenced herein, all of
which or critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement
and administer the Agreement. For such purposes, each contractor recognizes and appoints the Project Labor
Coordinator, its successors or assigns, as its agent; and together with District and the Unions, the PLA Administrator
shall be considered a "negotiating party" of this Agreement.

The term "Project Work" as used in this Agreement includes all construction work undertaken on behalf of
The Rio Hondo Community College District as specifically defined in Section 2.2. Such a construction may include
construction of new facilities and infrastructure components and/or the renovation or rehabilitation of existing
facilities, and such other work as the District may designate for coverage prior to the termination of the Agreement,
all of which shall constitute "the Project".

The term "Contractor" as used in this Agreement includes any contractor to whom the District awards a
construction contract for Project Work, and also to subcontractors of whatever tier utilized by such contractors for
Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination
thereof, including joint ventures, which have entered into a contract with the District with respect to the Project Work, or with another contractor as a subcontractor for Project Work.

The term "Labor/Management Apprenticeship Program" as used in this Agreement shall be defined as an apprenticeship program jointly administered by representatives of labor and construction organizations and certified by the State of California.

The term "Local Businesses" as used in this Agreement shall be defined as those businesses having either their principal office within the District (as the District is defined in "Attachment B"), or a functioning office within the District and actively engaged in their principal line(s) of business within the District on the date this Agreement was entered into, or for six months prior to the award of covered work.

The Union and all contractors agree to abide by the terms and conditions of this Agreement and that this Agreement represents the complete understanding of the parties. No contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a contractor and a Union party which is not specifically set forth in this Agreement shall be binding on any third party contractor or union on Project Work unless endorsed in writing by the PLA Administrator.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and or Section headings are for information only, and carry no legal significance.

ARTICLE 1

INTENT AND PURPOSE

Section 1.1 Background. The Project is intended to increase the educational opportunities and raise student achievement by the improvement of academic learning facilities and health and safety conditions on the District’s campus through development of campus facilities for students, faculty and staff, including but not limited to the construction and/or major renovations and rehabilitation, furnishing and equipping of class rooms, laboratory, libraries and related facilities, the improvement of the infrastructure on the campus and the development of the District’s properties to relieve overcrowding on campus. With this Agreement, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved and which will
permit the utilization of the most modern, efficient and effective procedures for construction, assure a sufficient supply of skilled craftpersons, and reduce or eliminate the causes of disruptions or interference with Project Work.

It is critical to the citizens of the District, the taxpayers, the administration, faculty and students of the District and the state of California that the Project be completed in as timely and economical manner as possible; that the Project provide employment opportunities for residents of the District, as well as opportunities for students and graduates of Rio Hondo Community College to enter the construction industry through pre-apprenticeship and apprenticeship programs sponsored by parties to this Agreement, and increase business opportunities for all local businesses; and that this Agreement facilitate the achievement of these goals.

Finally, it is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve the timely, safe and economical construction of the facilities designated as the Project, to provide the opportunities and programs for the District's residents and local businesses to participate in the Project, and to enforce compliance with the established prevailing wages, benefits and working conditions affecting the craft workers employed on the Project.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents. The construction, rehabilitation, and renovation work scheduled to be performed over the next five years will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal Labor/Management Apprenticeship Programs or outreach programs to the community describing opportunities available as a result of the Project), for involvement of District residents in the construction industry, assist them in entering the construction trades, and through utilization of the Labor/Management Apprenticeship Programs, provide training opportunities for those residents and students and graduates of Rio Hondo Community College wishing to pursue a career in construction. Further, with assistance of the PLA Administrator, the District, the contractors and the Unions, will work together to develop and implement promptly procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demand of the Project Work to be undertaken.

Section 1.3 Encouragement of Local Businesses. The Project will provide many opportunities for local businesses to participate as contractors or suppliers, and the parties agree that they will cooperate with all efforts of the District, the PLA Administrator, and any other organizations retained by the District for the purpose of encouraging and assisting the participation of District businesses in Project Work. Each party agrees that it shall employ demonstrable efforts to encourage participation in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a
public works projects, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage local residents for participation in Labor/Management Apprenticeship Programs and employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement.

Section 1.4 Project Cooperation. The construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that, with multiple contractors and crafts performing Project Work on multiple sites of over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

Section 1.5 Workers’ Compensation Carve-out. The parties recognize the potential which the Project may provide for the implementation of a cost effective workers’ compensation system as permitted by revised California Labor Code Section 3201.5, and it is understood that the District is in an ongoing review of the value of such a program. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program for the delivery of workers’ compensation benefits and medical coverage as permitted by the Code through improved dispute resolution and medical care procedures.

Section 1.6 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of the Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns, or interruption or disruption of Project Work, and the contractors agree not to engage in any lockout.

ARTICLE 2

SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all new construction, rehabilitation and/or renovation work for the development of the District’s facilities and infrastructure components that have been designated by the District for inclusion in the Project, as specifically described in Section 2.2, and performed by those contractor(s) of whatever tier that have contracts awarded for such work more than thirty days after the effective date of this Agreement.
Section 2.2 Specific Facilities and Construction/Renovation/Rehabilitation Programs contained in the Project. The Project is defined and limited to all new construction, rehabilitation and renovation work as described below (which shall include, when an integral part of the Project, demolition and/or site clearing and hazard abatement work):

(a) Perimeter road;
(b) Central utility plant;
(c) Parking structures;
(d) Fire science building completion;
(e) Learning research center (library);
(f) Administrative of Justice Center and related buildings, including parking facilities;
(g) Physical education buildings;
(h) Technology upgrading and remodeling;
(i) Student services building;
(j) Astro-physics laboratory; and
(k) Multi-media facilities.

It is understood by the parties of the District may at any time, and at its sole discretion, determine to add the construction, renovation and/or remodeling of facilities and infrastructure components to the Project under this Agreement which are not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered.

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to superintendents; supervisors; staff engineers; quality control and quality assurance personnel; time keepers, mail carriers, clerks, officer workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;

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

(c) All off-site manufacture and handling or materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the District, PLA Administrator, design teams (including, but not limited to architects, engineers, and master planners), and any other consultants for the District (including, but not limited to program or project managers and construction managers and their employees where not engaged in Project Work) and their sub-
consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (inspectors) as defined in the State of California wage determination for that craft are covered under the PLA when employed by a construction contractor and engaged on the Project site in Project related work. Nothing in this section will be construed to include inspectors certified by the Department of State Architects within the scope of this Agreement;

(e) Any work performed on or near or leading to or into a site of Project Work and undertaken by state, county, or other governmental bodies, or their agents or contractors, or by public utilities, or their contractors; and/or by the District, or its contractors, for work which is not within the scope of this Agreement;

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

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer’s or vendor’s warranties or guaranty;

(h) Non-construction support services contracted by the District, District Consultants, Project Labor Administrator, or a contractor in connection with this Project;

(i) All work by employees of the District or its contractors involving general maintenance and/or repair and or cleaning work, except as specifically covered by this Agreement; and

(j) Laboratory work for testing.

Section 2.4 Awarding of Contracts.

(a) The District and/or the contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No contractor or subcontractor shall commence Project Work without having first provided a copy of the Agreement or Letter of Assent as
executed by it to the PLA Administrator and to the Council 48 hours before the commencement of Project Work, or with 48 hours after the award of the Project Work to that contractor (or subcontractor), whichever occurs later.

**Section 2.5 Coverage Exception.** The parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not provide this funding if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the District or for its benefit, of particular funds, if such coverage exists. The District agrees that it will make every effort with any such governmental agency or granting authority to permit the implementation of this Agreement with regard to Project Work that the agency or authority may be partially or fully funding.

**Section 2.6 Schedule A's.**

(a) The provisions of this Agreement, including the Schedule A's, which are the local collective bargaining agreements of the signatory unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 21.3, and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement; provided, however, that such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division (NTD), or within the jurisdiction of the International Union of Elevators Constructors, except that Articles 7, 8, and 10 shall apply to such work. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provision of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor Agreement, a contractor will not be obligated to sign any other local, and/or national collective bargaining agreement as a condition of performing work within the scope of this Agreement; provided, however, that the contractor may be required to sign uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act and to which such contractor is bound to make a contribution under this Agreement as a result of his employment of persons working within the craft for which the trust fund provides coverage; but provided further, however, that the contractor shall have no obligation to execute a Participation Agreement that binds, or attempt to bind the contractor beyond the terms and conditions of this Agreement and/or expand the contractor's obligation to make contributions
pursuant thereto. It shall be the responsibility of the prime contractor to have each of its subcontractors of whatever tier sign the documents with the appropriate craft union funds prior to the subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only. This Agreement shall be binding only on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 2.8 Other District Work. This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and the construction, rehabilitation and renovation work on the new or existing facilities and infrastructure components included in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict or interfere with the performance of any other operating, work or function not covered by this Agreement which may be performed by District employees or contracted for by the District for its own account on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the contractor(s) and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or PLA Administrator and/or any contractor or consultant.

Section 2.10 Completed Project Work. As areas of covered work are accepted by the District, this Agreement shall have not further force or effect on such items or areas except where the contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranty functions required by its contract(s) with the District.

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the construction employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 3.2 Contractor Selection of Employees. The contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Sections 3.10 and 4.3, below. The contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6, provided, however, that such right is exercised in good faith and not for the purpose of avoiding the contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.
Section 3.3    Referral Procedures.

(a) For signatory unions now having a job referral system contained in a Schedule A, the contractor agrees to comply with such system and it shall be used exclusively by such contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal and non-discriminatory employment opportunities. All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents (those residing within the area defined and described in Attachment B), and utilization of Local Businesses on the Project, and to facilitate the ability of all contractors to meet their employment needs.

(b) The local unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirement of the contractor, including specific employment obligations to which the contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, and jointly with the PLA Administrator and any others designated by the District, to identify and refer competent crafts persons as needed for Project Work, and to identify residents of the District for entrance into Labor/Management Apprenticeship Programs, or for participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction, renovation and rehabilitation work to be undertaken by the District.

(c) The Union shall not knowingly refer an employee currently employed by a contractor on a Project Work to any other employer.

Section 3.4    Non-Discrimination in Referral, Employment, and Contracting. The Unions and contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability.

Section 3.5    Employment of District Residents.

(a) In recognition of the District’s mission to serve its residents, the Unions and contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the District shall be first referred for Project Work, including journeyperson, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work, until at least 30 percent of the positions for Project Work for a particular contractor (including the contractor’s “core workforce”), by craft, have been filled with District residents, and only if at least 30 percent of the covered positions for any one
contractor, by individual craft, are filled by District residents, or such individuals are not available, may others be referred to that contractor for Project Work in that craft.

(b) The PLA Administrator shall work with the Unions and contractors in the administration of this local residency preference; and the contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the PLA Administrator that such preferences have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their “core work force” and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any.

Section 3.6 Core Employees. The Parties recognize and support the District’s commitment to provide opportunities for all businesses to participate on the Project. In furtherance of this commitment, the Parties agree that a contractor that is not a party to a current collective bargaining agreement with a signatory union shall have the opportunity to employ its experienced core employees on this Project, and that, therefore,

(a) A specialty or sub-contractor may directly employ, as needed, first, a member of its core work force, then an employee through a referral from the appropriate union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five core employees are employed, after which all further employment shall be pursuant to the referral provisions of this article. On layoff, the reverse process shall be followed if and when the workforce is to be reduced below 10.

(b) A general and/or multi-trade contractor (not engaged exclusively in specialty work) may first employ his core workforce prior to utilizing the referral procedures.

(c) A contractor’s core workforce is comprised of those employees:

(i) whose names appeared on the contractor’s active payroll for fifty of the one hundred working days before award of Project Work to the contractor.

(ii) who possess any license required by state or federal law for the Project Work to be performed;

(iii) who have the ability to safely perform the basic functions of the applicable trade; and

(iv) who are residents of Los Angeles or Orange Counties on the effective date of this Agreement, or have been residents of these Counties for the one hundred working days prior to the award of Project Work to the contractor.
(d) A contractor desiring to use its core employees on the Project must identify them at the time it receives the Notice to Proceed, and provide proof of their eligibility to the PLA Administrator, who shall provide such proof to the Council at its request. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the contractor (or officially recognized substitutes) shall be utilized; and for residency, proof is demonstrated by a drivers’ license, voter registration, postal address, utility statements, or other official acknowledgments.

Section 3.7 Time for Referral. If any Union’s referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that contractor may use employment sources other than the union registration and referral services, and may employ applicants meeting such standards from any other available source. The contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the contractors shall give the Union equal opportunity to refer applicants. The contractors shall notify the union of employees so hired, as set forth in Section 3.5.

Section 3.9 Union Membership. No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required of members in the Union.

Section 3.10 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union’s Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.11 Foremen. The selection and number of craft foremen and/or general foreman shall be the responsibility of the contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the contractors.
ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules, including checking/signing in with the representative of the Program Manager on site and with the appropriate construction manager, if present on the site, prior entering into the Project construction area(s).

Section 4.2 Stewards.

(a) As part of the referral process of Article 3, above, each signatory local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the contractor in the writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective craft.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's contractor and, if applicable, subcontractor(s), and not with the employees of any other contractor. The contractor will not discriminate against the steward in the proper performance of his/her union duties.

(c) When a contractor has multiple, non-contiguous work locations at one site, the contractor may request and the union shall appoint such additional working stewards as the contractor may request to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The involved contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be
notified immediately by the contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

**Section 4.4 Employees on Non-Project Work.** On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a party to this Agreement.

**ARTICLE 5**

**WAGES AND BENEFITS**

**Section 5.1 Wages.** All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the contractor shall pay that rate as of its effective date under the law. If the prevailing wage rates are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement.

**Section 5.2 Benefits.**

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A, and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, for all covered employees. The negotiating parties further agree that, unless otherwise mandated by the applicable prevailing wage determination, only such bonafide benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and required to be paid on the Project. Such contributions for each benefit shall not exceed the amounts specified for such in the applicable prevailing wage determination. Contractors directly signatory to one or more of the Schedule A’s are required to make all contributions set forth in those Schedule A’s without reference to the forgoing. Bonafide jointly-trusteeds benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A or by the parties to his Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated increases contained in Section 21.3, and provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

(b) The contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for its employees. The contractor authorized the parties to such trust funds to appoint trustees and
successors trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the contractor.

(c) Each contractor and subcontractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any prime contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime contractor to withhold payments otherwise due such contractor, until such contributions and/or compensation have been made or otherwise guaranteed by such contractor.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The parties agree that the PLA Administrator shall monitor the compliance by all contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations. All complaints regarding possible prevailing wage violations shall be referred to the PLA Administrator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week’s work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee’s assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day’s work for
a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules.

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the contractor upon three (3) day's prior notice to the affected union(s), unless a shorter notice period is provided for in the applicable Schedule A and shall continue for a prior of not less that five (5) working days, Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one half (½) hour non-paid lunch period, for 8 hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked; or that there otherwise be a restructuring of normal work schedules. Such changes should not adversely affect the wages or premium payments otherwise due the employees pursuant to other provisions of this Agreement and/or the applicable prevailing wage determination. Except in an emergency, or when specified in the District's bid specification, the contractor should give the affected Union(s) at least three (3) days notice of such scheduling changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project, unless or until such may be, and are, revised by mutual agreement of the negotiating parties to this Agreement.

Section 6.6 Show-up Pay. Show-up Pay shall be provided as required by the applicable prevailing wage determination(s). Employees receiving show-up pay will be required to remain at the Project site and available for work for such time as they receive pay, unless released early by the principal supervisor of the contractor or his/her designated representative. Each employee shall furnish his/her contractor with his/her current address, telephone number and shall promptly report any changes to the contractor.

Section 6.7 "Brassing". The contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself/herself in and out. The contractor will provide adequate facilities for checking in and out in an expeditious manner.
Section 6.8  **Meal Periods.** The contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reason as are in the applicable Schedule A, and if he is so required, he shall be compensated in the manner established in the applicable Schedule A.

Section 6.9  **Make-up Days.** To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

**ARTICLE 7**

**WORK STOPPAGES AND LOCK-OUTS**

Section 7.1  **No Work Stoppages or Disruptive Activity.** The Council and the Unions signatory hereto, agree that neither they, nor each of them, nor their respective officers or agents or representatives, or employees they represent shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the District or contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2  **Employee Violations.** The contractor may discharge any employee in violation Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3  **Standing to Enforce.** The District, the PLA Administrator, or any contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4  **Expiration Schedule A's.** All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any Schedule A Agreement. Any renegotiated Schedule A shall be implemented on Project Work pursuant to Section 21.3.
Section 7.5  **No Lockouts.** Contractors shall not cause, incite encourage, condone or participate in any lock-out employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the contractor for any reason in the exercise of rights pursuant to any provisions of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6  **Best Efforts to End Violations.**

(a) If a contractor contends that there is any violation of this Article, Section 8.3, or the provisions of Section 21.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any contractor has violated this Article, it will notify that the contractor and the PLA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The PLA Administrator shall promptly order the involved contractor(s) to cease any violation of the Article.

Section 7.7  **Expedited Enforcement Procedure.** Any party, including the District, who the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the PLA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when breach of Section 7.1 or 7.5, above, or Section 8.3 or Section 21.4, is alleged.

(a) The party invoking this procedure shall notify John Kagle, who has been selected by the negotiating parties, and whom the parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the negotiating parties, Howard S. Block or Joseph Gentile, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.
(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5 above, of Section 8.3, or Section 21.4, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation, or to award damages (except for damages as set forth in 7.8 below) 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 an 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 the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator’s Award as issued under Section 7(d), above, 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 final order of enforcement. The court’s order or orders enforcing the arbitrator’s award shall be served on all parties by hand or by delivery to their address as shown on their LM-2 Report (for Union), as shown on their business contract for work under this Agreement (for a contractor), and to the representing Union (for any employee), by certified mail by the party or parties first alleging the violation, or other process of service legally recognized in the court’s jurisdiction.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or parties initiating this procedure and the respondent party or parties.

(h) The PLA Administrator is a party and interest in all proceedings arising under this Article, and Articles 8 and 10, and shall be sent contemporaneous copies of all notifications required by these Articles, and, at its option, may participate as a full party in any proceeding initiated under these Articles.
Section 7.8  Liquidated Damages.

(a) If the Arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return the work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator’s award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying respondent Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation found by the arbitrator. If the respondent contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each non-complying respondent contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent contractor(s) has not been completed.

(c) The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than $1,000 (one thousand dollars), nor no more than $5,000.00 (five thousand dollars) per shift for each non-complying entity.

ARTICLE 8
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1  Assignments of Work. The assignment of work will be solely the responsibility of the contractor 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”) currently in effect, or any successor plan.

Section 8.2  The Plan. All Jurisdictional disputes between or among Building and Construction Trades Unions party to this Agreement, shall be settled and adjusted according to the Plan, or any other plan or method of procedures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the contractors and Union parties to this Agreement.
Section 8.3  **No Work Disruption Over Jurisdiction.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature and the contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4  **Pre-Job Conference.** As provided in Article 16, each contractor shall participate in a pre-job conference with the appropriate affected Union(s) prior to commencing work.

Section 8.5  **Resolution of Jurisdictional Disputes.** If any actual or threatened strike, sympathy strike work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or any other interference with the progress of Project Work by reason of a jurisdictional dispute or disputes, the parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

**ARTICLE 9**

**MANAGEMENT RIGHTS**

Section 9.1  **Contractor and District Rights.** The contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the contractors enumerated in this Agreement, the contractors expressly reserve their management rights and all the rights conferred upon them by law. The contractors' rights include, but are not limited to, the right to:

(a)  Plan, direct and control operations of all work;

(b)  Hire, promote, transfer and layoff their own employees as deemed appropriate to satisfy work and/or skill requirements;

(c)  Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d)  Discharge, suspend or discipline their own employees for just cause;

(e)  Utilize, work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion, unless specifically disapproved by the District or its authorized representative; and
(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A’s requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

Section 9.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District’s rights (and those of the PLA Administrator on its behalf) include, but are not limited to, the right to:

(a) Inspect any construction site or facility or project to ensure that the contractor follows the applicable safety and other work requirement;

(b) Require contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the District and/or Project Work at a particular location(s) or in order to accommodate any difficulties at a Project site where schedules may interfere with District or resident requirements during construction activity;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District’s facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the contractors and unions to make appropriate scheduling plans, the District will provide the PLA Administrator and the affected contractor(s) and union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of Section 6.6);

(d) Approve any work methods, procedures and techniques used by contractors whether or not these methods, procedures or techniques are part of industry practices or custom; and

(e) Investigate and process complaints, through its PLA Administrator in the manner set forth in Sections 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by Union upon a contractor’s choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or pre-assembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in
reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its PLA Administrator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

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

(b) The parties recognize that the contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, pre-assembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is standardized or catalog part or item, the work will proceed as directed by the contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment. The parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, contractors and employees work.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.
(b) The PLA Administrator, the contractors, Unions, and employees collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Articles 7 or 8.

(c) The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A’s, but not jurisdictional disputes or alleged violations of the Sections 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Unions(s) or any contractor have a dispute with the other party(ies) and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence given rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved contractor, and a representative of the PLA Administrator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the
parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

(a) If a grievance shall have been submitted but not resolved under Step 2, either the Union or contractor party may request in writing to the PLA Administrator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Howard S. Block; (2) Joseph Gentile; (3) Michael Rappaport. The decision of the arbitrator shall be final and binding on all parties. The fee and expenses of such arbitration’s shall be borne equally by the involved contractors(s) and the involved union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrators shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with the single exception that any employee discharged for violation of Section 7.2 or Section 8.3 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The PLA Administrator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11

REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations, including but limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the PLA Administrator or the contractor. Employees must promptly report any injuries or accidents to a supervisor.
Section 11.2  Monitoring Compliance. The parties agree that the District shall require, and that the PLA Administrator shall monitor, compliance by all contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the PLA Administrator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the PLA Administrator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3  Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the PLA Administrator which shall process, investigate and resolve such complaints, consistent with Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4  Violations of Law. Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a contractor has violated federal and or state law or regulation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the District, upon notice to the contractor that it, or its subcontractors, are in such violation, and on the failure of the contractor or subcontractor to remedy such violation promptly, may take such action as is permitted by law or contract to encourage and/or require the contractor and/or the subcontractor to come into compliance. Such action may include, if permitted by contract and or law, removing the contractor or subcontractor from Project work.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1  Safety.

(a)  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 District, the PLA Administrator or 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.

(b)  Employees shall be bound by the safety, security and visitor rules established by the contractor, the PLA Administrator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.
(c) The parties agree that the substance abuse plan to be provided by the Council, subject to review and approval by the District shall be applicable on the Project site and enforced with regard to all employees of all contractors engaged in project work. Pending approval by the District of such Council-provided plan, each substance abuse plan contained in a Schedule A should be applied, pursuant to its terms, to those employees working under that Schedule A on the Project.

Section 12.2 Inspection. 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.

Section 12.3 Suspension of Work for Safety. A contractor may suspend all or a portion of the job to protect the life and safety of the employees. In such cases, employees shall 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 stand-by time at their basic hourly rate of pay.

Section 12.4 Water and Sanitary Facilities. The contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this Agreement shall be provided by the contractor(s) according to the provision of the Schedule A's existing on the effective date of this Agreement, and upon presentation of proof of any expense incurred.

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District and the opportunity to provide employment at fair wages and working conditions on Project Work. To these ends, the parties will facilitate, encourage, and assist local residents to enter and progress in labor/management apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The District, PLA Administrator, other District consultants, and the Council, will work cooperatively to identify, or establish and, maintain, effective programs and procedures for persons interested in entering the construction
industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory unions.

Section 14.2 Use of Apprentices.

(a) Apprentices may comprise up to thirty (30) percent of each craft’s work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the State Labor Commissioner establish a lower maximum percentage, and where such is the case, the applicable unions should use its best efforts with the committee and, if necessary, the Commissioner to permit up to permit up to thirty percent apprentices on the project. When available and capable of undertaking the tasks involved, forty (40) percent of such apprentice workforce of each craft shall consist of first (1st) year apprentices.

(b) The Unions agree to cooperate with the contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The parties agree that apprentices will not be dispatched to contractors working under this Agreement unless there is a journeyman or other contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice’s progress through the program in which he is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee pursuant to Article 17 shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft’s joint apprenticeship committee (“JAC”) and representatives of the Districts to establish appropriate criteria for recognition by such JAC’s of the educational and work experience possessed by District residents toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such JAC’s. Specific emphasis will be placed on coordination of the District’s existing or planned educational programs with the apprenticeship training programs of the signatory unions, and the cooperation of the District and the signatory unions, and the representatives of their joint apprenticeship committees, to encourage Rio Hondo Community College graduates, students and prospective students to participate in such programs and apprenticeship programs, for the improvement of the construction industry. The Subcommittee will meet as necessary at the call of the joint chairs to promptly to facilitate its purposes in an expeditious manner as
soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the contractors belong).

ARTICLE 15

WORKING CONDITIONS

Section 15.1 Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Individual coffee containers will be permitted at the employee's work location.

Section 15.2 Work Rules. The District, the PLA Administrator, and/or relevant contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to an including discharge.

Section 15.3 Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and in compliance with applicable governmental rules and regulations.

Section 15.4 Access to Rio Hondo Community College Property and Facilities. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited by the District to certain roads and/or parking areas. Further, unless expressly permitted otherwise by the District or its authorized representative, covered employees shall not utilize the public areas of the District's facilities, including without limitation, sanitary and eating facilities.

ARTICLE 16

PRE-JOB CONFERENCES

Consistent with Section 8.4, all work assignments should be disclosed by the contractor at a pre-job conference held in accordance with industry practice. The contractor shall notify the PLA Administrator at least two weeks before starting work under this Agreement, and the PLA Administrator shall coordinate the scheduling of a pre-job conference with the Council, the contractor(s) and the affected union(s). Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. At the pre-job, the PLA Administrator shall review the District's employment and contracting programs and goals with the participants.
ARTICLE 17
LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The parties to this Agreement will form a joint committee consisting of representatives selected by the Council and the PLA Administrator, respectively, to be chaired jointly by a representative of the PLA Administrator and of the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The PLA Administrator shall be responsible for the arrangements for the meetings, and the preparation of the agenda topics (with input from the Unions, the contractors and the District). Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The PLA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the District, the PLA Administrator, or the Union parties to violate any laws governing the subject matter of this Agreement, the parties hereto agree that in the
event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts determined to be void are wholly inseparable from the remaining portions of this Agreement. Further, the parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substantive effect of such decision, for the purpose of achieving conformity with the requirements of any applicable laws and the intent of the parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute be enacted, which could result, temporarily or permanently in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 19
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating parties hereto.
ARTICLE 21

DURATION OF THE AGREEMENT

Section 21.1 Duration.

(a) This Agreement shall be effective April 1, 2005, and shall continue in effect until June 30, 2009. All Project work for which bid specifications are issued prior to the latter date shall continue to be covered by this Agreement until the turnover and final acceptance of such work subject to the specifications, pursuant to Section 21.2.

(b) This Agreement may be extended by mutual consent of the District and the signatory unions.

Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

(b) Notice of each final acceptance received by the contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the PLA Administrator.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the contractor and union parties to the collective bargaining agreement(s) which are the basis for such Schedule A's notify the PLA Administrator of the mutually agreed upon changes in such agreements and their effective date(s).

The parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the contractor under the Agreement than those uniformly required of contractors for construction work normally
covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in an negotiation of the Local Collective Bargaining Agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article 10.

Section 21.4 No Work Stoppages. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiations of the Local Collective Bargaining Agreement and resulting Schedule A’s, nor shall it be any lock-out on this Project of the involved Union(s) during the course of such negotiations.

Section 21.5 Final Termination. Final termination of all obligations, rights, and liabilities, under this Agreement shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the Agreement; or on June 30, 2009, (except for Project work awarded prior to that date and not yet completed and turned over, or unless there is a mutually agreed upon extension) whichever occurs first.

In witness whereof the parties have caused this Project Labor Agreement for the Rio Hondo Community College District New Facilities, Major Renovations and Facilities Maintenance Projects to be executed as of the date and year above stated.

RIO HONDO COMMUNITY COLLEGE DISTRICT:

By: 

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL:

By: 
Executive Secretary
Introduction.
From the office of your business representative.

If you have any questions please contact this

condition has arisen as well as obligations,

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3. No employee may implement any prescribed procedure which does not conform to the standards established by the employer.

4. No employee shall implement any prescribed procedure without the direct supervision or approval of the employer.

5. No employee shall be responsible for any equipment, materials, or processes that are not directly related to the prescribed procedures.

6. No employee shall be responsible for any injury or damage resulting from the failure to follow prescribed procedures.

7. The parties agree that a dispute arising out of the implementation of the prescribed procedures shall be subject to the jurisdiction of the courts of the State of California.

8. The parties agree to arbitrate any dispute arising out of the implementation of the prescribed procedures.

9. The parties agree that the provisions of this agreement shall be binding upon the parties and their respective subsidiaries.

10. The parties agree that the provisions of this agreement shall be subject to the laws of the State of California.

The parties agree that the provisions of this agreement shall be interpreted in accordance with the laws of the State of California.
The following procedure shall apply to all three.

5. The following procedure shall apply.

6. The following procedure shall apply.
a member of the Operating Group's bargaining unit. The employee is not to be suspended or discharged from his/her position. The employee shall be notified of the reasons for the suspension or discharge and shall be entitled to the procedures established by the appropriate bargaining unit. Supervisors who have been trained to recognize the presence of drugs shall be responsible for ensuring that employees are trained in accordance with the procedures established by the appropriate bargaining unit. By no means are these procedures intended to interfere with the proper conduct of performance.
6. Prior to start of project, a work order or purchase order shall be signed by the owner.

7. Work on the project shall be started no later than fifteen (15) days after receipt of the work order.

8. To facilitate early contractor communication

9. Working days include only those days during the day the employee works on the project. The contractor and the employer shall be notified in writing of any change in working days.

10. The contractor and employer must be consulted on the following conditions before starting any work:

11. The contractor will be required to

12. Upon completion of the project, the contractor will be paid in full.

13. Any equipment or materials which may be

14. Items of equipment used by the contractor shall be

15. The contractor shall be required to

16. All equipment shall be in good working order and maintained at all times.

17. No equipment shall be allowed to

18. A copy of the agreement shall be

19. The contractor shall be required to

20. From the start of the project, all

21. Effective representation of the contractor and the owner shall be given in this agreement.

22. The contractor shall be required to

23. All equipment shall be

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disciplined for seeking such assistance.

12. The Employer shall indemnify and/or any person participated
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15. The Employer shall indemnify or

16. The Employer agrees to develop and

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employees referred to in the program shall be referred to in the program employees referred to in the program shall not be

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LOCAL UNION NO. 12
OPERATING ENGINEERS' ASSOCIATION OF
OF CALIFORNIA

SECRETARY-TREASURER
William A. Flack

President
Frank L. Frank

V.P. of Administration
W. C. Weeks

Dear Mr. [Name]

We refer to the Union by for the purpose of negotiating any dispute.

Enclosed is a copy of the Individual Employee Program, which has been recommended by the Union. The Individual Employee Program will outline the Union's recommendations to the individual employees. The Union recommends that the Individual Employee Program be distributed to all employees in accordance with the Union's recommendations.

Enclosed are recommendations for Proposed Contractual Changes.

If you have any questions or concerns about the Individual Employee Program or the Proposed Contractual Changes, please do not hesitate to contact us.

Sincerely,

[Union Name]
PROJECT NAME Rio Hondo Community College District
New Facilities, Major Renovations, and Facilities Rehabilitation PLA

SIGNATORY COUNCILS OR LOCAL UNIONS:

Heat & Frost Insulators Local #5
Brick Layers Local #4
Elevator Constructors Local #18
Gunité Workers Local #636
Iron Workers Local #433
Painters & Allied Trades, D.C. #36

Bollemakers Local #92
J.B.E.W. Local #11
Glazers Local #636
Iron Workers Local #416
Laborers Local #300
Plasterers Local #200
SIGNATURES CONTINUED:

Cement Masons Local #600

Resilient Floors #1247

Roofers & Waterproofing Local #36

Plumbers Local #78

United Association #250

Sprinkler Fitters Local #709

Sheet Metal Workers #105

Operating Engineers Local #12

Operating Engineers Local #12

Tile Layers Local #18

Landscape & Irr. #345
SIGNATURES CONTINUED:

Carpenters Regional Council

Teamsters Local #986

Floyd Clay

Southwest Regional
Carpenters
ATTACHMENT A

LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Rio Hondo Community College District New Facilities, Major Renovations, and Facilities Rehabilitation Project Labor Agreement. This letter should be executed and submitted prior to the start of work by the contractor, pursuant to Section 2.4 of the Agreement.

[Contractor’s Letterhead]

Project Labor Administrator
c/o Rio Hondo Community College District
3600 Workmen Mill Road
Whittier, CA 90601

Attn:

Re: Rio Hondo Community College District Project Labor

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by the Rio Hondo Community College District New Facilities, Major Renovations, and Facilities Rehabilitation Project Labor Agreement effective April 1, 2005, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. or identifying description]. This Company shall require all of its subcontractors of whatever tier to become similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [ ]
Name and Title of Authorized Executive
AMENDMENT TO THE RIO HONDO COMMUNITY COLLEGE DISTRICT NEW FACILITIES, MAJOR RENOVATIONS, AND FACILITIES REHABILITATION PROJECT LABOR AGREEMENT

The Parties agree this 1st day of July, 2009, that the Project Labor Agreement, initially effective April 1, 2005, is hereby amended as follows:

Section 21.1 is amended so that the first sentence now reads: This agreement shall be effective April 1, 2005, and continue in effect until June 30, 2014.

This amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed equivalent to original "wet ink" signatures under this Amendment. This Amendment shall be effective July 1, 2009.

The remainder of the Agreement remains unchanged.

SIGNATURES

RIO HONDO COMMUNITY COLLEGE DISTRICT:

By: ____________________________

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL:

By: ____________________________

Executive Secretary

SIGNATORY COUNCILS OR LOCAL UNIONS:

SIGNATURES FOR CRAFT LOCAL UNION/COUNCILS ON THE FOLLOWING PAGES

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Rio Hondo PLA Amendment
July 1, 2009
AMENDMENT TO THE RIO HONDO COMMUNITY COLLEGE DISTRICT NEW FACILITIES, MAJOR RENOVATIONS, AND FACILITIES REHABILITATION PROJECT LABOR AGREEMENT

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SIGNATURES

RIO HONDO COMMUNITY COLLEGE DISTRICT:

By: ________________________________

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL:

By: ________________________________

Executive Secretary

SIGNATORY COUNCILS OR LOCAL UNIONS:

SIGNATURES FOR CRAFT LOCALS/UNIONS/COUNCILS ON THE FOLLOWING PAGES

Name, Title                        Affiliation

Rio Hondo PLA Amendment
July 1, 2009
SIGNATURES CONTINUED:

[Signatures and affiliations listed]
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Rio Hondo PLA Amendment
July 1, 2009
SIGNATURES CONTINUED:

Edward Munoz    
Boilermaker "92"

Name, Title
Affiliation

Name, Title
Affiliation

Ronald J. Siboni
IUOE #12

Name, Title
Affiliation

Steve A. Badr
IUOE Local #12

Name, Title
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Rio Hondo PLA Amendment
July 1, 2009