

RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MEASURE "C" FACILITIES  
PROJECT LABOR AGREEMENT

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RIVERSIDE COMMUNITY COLLEGE DISTRICT  
MEASURE "C" FACILITIES  
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Purpose. It is the purpose and intent of the parties to this PLA 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.

This Project Labor Agreement (hereinafter "PLA") is entered into this 1st day of April, 2010, by and between the Riverside Community College District, its successors or assigns (hereinafter "District") and the Riverside/San Bernardino Counties Building and Construction Trades (hereinafter "Council"), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "Unions"). This PLA 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 PLA that if it 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 PLA, 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 PLA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District for this Project.

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 craft persons working under it, and the residents and taxpayers of the District. The District shall hire a PLA Administrator to act as

consultant to the District, 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 are critical to fulfilling the intent and purpose of the Parties and this PLA; and to otherwise implement and administer the PLA. For such purposes, each Contractor recognizes and appoints the PLA Administrator, its successors or assigns, as its agent; and together with the District and the Unions, the PLA Administrator shall be considered a “negotiating party” of this Agreement. The District, as it sees fit, shall have the exclusive right to retain or dismiss the PLA Administrator. The PLA Administrator shall not have the right to expand, terminate or modify this Agreement without the express written approval of the District.

The term “Project Work” as used in this PLA includes all construction work undertaken on behalf of the District as specifically defined in Section 2.2.

The term “Contractor” as used in this PLA 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/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 “Local Businesses” as used in this PLA shall be defined as those businesses having either their principal office, or functioning within the Riverside and San Bernardino Counties (as defined by the zip codes listed on “Attachment B”), and actively engaged in their principal line(s) of business within the Riverside and San Bernardino Counties on the date this PLA was entered into, or for six months prior to the award of covered work. Priority of business focus will be for Riverside County businesses.

The Union and all Contractors agree to abide by the terms and conditions of this PLA and that this PLA 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 PLA 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 PLA 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 PLA 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 PLA should be construed as including both genders and not as gender limitations unless the PLA 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 I

### Intent

Section 1.1 Background. It is intended that Project Work improve local student access to job training and four-year college preparation classes, improve campus safety, add and upgrade science, health, technology, academic classrooms/laboratories; expand public safety, emergency medical services and healthcare training facilities; improve campus infrastructure, and repair, construct, equip sites and facilities. With this PLA, 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 (LEED Certified), efficient and effective procedures for construction, assure a sufficient supply of skilled craft persons, 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, employees, faculty and students of the District and the State of California that the Project Work be completed in as timely and economical manner as possible; that the Project Work provide employment opportunities for residents of the District, as well as opportunities for students and graduates of the District to enter the construction industry through pre-apprenticeship and apprenticeship programs sponsored by parties to this PLA, and increase business opportunities for all local businesses; and that this PLA facilitate the achievement of these goals.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents. The construction work scheduled to be performed as part of the Project Work will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the parties to this PLA to use the opportunities provided by the extensive amount of work to be covered on these Projects to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal state-approved Apprenticeship and/or training Programs or outreach programs to the community describing opportunities available as a result of the Project Work), for involvement of District residents in the construction industry, assist them in entering the construction trades, and through utilization of state-approved Apprenticeship and/or training programs, provide training opportunities for those residents and students and graduates of the District 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 demand of the Project Work to be undertaken.

Section 1.3 Encouragement of Local Businesses. The Project Work 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 project, 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 state-approved Apprenticeship and/or training Programs and employment on the Project Work through the referral programs sponsored and/or supported by the parties to this PLA.

Section 1.4 Project Work Cooperation. The construction to take place under this PLA 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 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 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project Work and to maintain a spirit of harmony, labor-management peace and stability during the term of the PLA, 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 has a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used, and performed by those Contractor(s), of whatever tier, that have contracts awarded for such work more than thirty (30) days after the effective date of this Agreement.

Section 2.2 Specific Facilities/Construction Contained in the Project. The Project is defined and limited to all new construction, rehabilitation and renovation work, which shall include, when an integral part of the Project Work, demolition and/or site clearing and hazard abatement work for all future Project Work with a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used.

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

- (a) Work of Contractors' non-manual employees, including, but not limited to superintendents; supervisors; staff engineers; quality control and quality assurance personnel; time keepers, mail carriers, clerks, office 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 of 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, construction managers and their employees, building/construction inspectors, field soils and materials testers/inspectors, 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 PLA; 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, work for which is not within the scope of this PLA;

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

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturers' or vendors' warranty or guaranty;

(h) Non-construction support services contracted by the District, District Consultants, PLA 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 PLA; 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 PLA should such Contractor be awarded work covered by this PLA.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this PLA, shall be required to accept and be bound by the terms and conditions of this PLA, and shall evidence their acceptance by the execution of the PLA, 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 PLA or Letter of Assent as executed by it to the PLA Administrator and to the Building and Construction Trades Council 48 hours before the commencement of Project Work, or within 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 PLA 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. 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 PLA and any Schedule A for determining the wages, hours or working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone Agreement and by virtue of having become bound to this PLA, 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 PLA; provided, however, that the Contractor will 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 PLA 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 attempts to bind the Contractor beyond the terms and conditions of this PLA 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 PLA 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 PLA shall be limited to the new construction, rehabilitation and renovation work, which shall include, when an integral part of the Project Work, demolition and/or site clearing and hazard abatement work for all future Project Work with a total construction cost of more than One Million Dollars (\$1,000,000) and for which Measure "C" funds are used. Nothing contained herein shall be interpreted to prohibit, restrict or interfere with the performance of any other operation, work or function not covered by this PLA 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 PLA shall have no 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, modifications, 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 Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

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 PLA.

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 PLA. 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 residents in Riverside County first and then to San Bernardino County (those zip codes listed in Attachment B), and utilization of Local Businesses (Riverside and San Bernardino Counties) 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 and meet apprenticeship ratios. 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 Joint 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 Project Work to any other employer.

#### Section 3.3.1 Employment of Local Residents

In recognition of the district's mission to serve the District and its local residents, the Unions and contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualification, residents of the Riverside and San Bernardino Counties shall be first referred for Project Work, including journey person, apprentice, or other positions which may be established under a Schedule A and covered by applicable prevailing wage for utilization on Project Work, until at least fifty percent (50%) of the positions for Project Work for a particular contractor (including contractor's "core workforce"), by craft, have been filled with residents of the Riverside and San Bernardino Counties.

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.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting.

There shall be no discrimination against any employee or applicant for employment because of his or her membership or non-membership in the union or based upon race, creed, color, sex, age or national origin of such employee or applicant.

Section 3.5 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 who 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 Contractor or subcontractor 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, than a second employee through the referral system, and so on until the Contractor reaches the maximum of six (6) core employees. Subsequently, such Contractor may employ "core employees to maintain a 15% "core employee ratio, up to a maximum of 75 employees, per Contractor, by craft. Thereafter, all additional employees in the affected trades or craft shall be hired exclusively from the "hiring hall out-of-work list". On layoff, the reverse process shall be followed.

(b) 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 possesses any license/certifications required by State or Federal Law for the Project work to be performed.

(c) 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.

Section 3.6 Time for Referral. If any Union's referral system does not fulfill the requirements for specific classifications of covered employees 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.

Section 3.7 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 3.8 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 PLA. 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. This includes rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required of members in the Union.

Section 3.9 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 3.10 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 the Project site, provided they do not interfere with the work of employees and further provided such representatives fully comply with posted visitor, security and safety rules, including checking/signing in with the Contractor representatives on site and with the appropriate construction manager, if present on the site, prior to 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 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-continuous 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 has 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 PLA, the Union agrees the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this PLA.

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 laws 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 PLA.

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, provided, however, that the Contractor and Union agree that 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) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions for each benefit shall not exceed the amounts specified for such in the applicable prevailing wage determination.

Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. The PLA Administrator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. The PLA Administrator shall include in the comparative determination "Equal to or better than those designated in the Schedule A's", the

following: 1) Pre-existing condition exclusions; 2) Coverage for dependents and spouse; 3) Documents including, but not limited to, Plan Documents, Summaries, and Evidence of Coverage. All documents shall be provided to the PLA Administrator upon request. Contractors must submit their fringe benefit packages to the PLA Administrator for evaluation prior to bidding. Contractors may only take credit against the prevailing wage in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(b) Where applicable, 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 made into, and benefits paid out of such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(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) or fringe benefit programs 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 have been made or otherwise guaranteed.

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 PLA, 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, and that such monitoring shall not include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.3. 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 (1/2) 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 period of not less than 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 (1/2) hour non-paid lunch period, for eight (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 PLA 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 PLA.

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 (1/2) 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 threat to life or property, or for such other reason as are in the applicable Schedule A's, and if they are so required, they 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 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article.

The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Neither the Union nor its applicable Local Union shall be liable for acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order, and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International complying with this obligation shall not be liable for unauthorized acts of its Local Union. The principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

Section 7.2 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 7.3 Expiration of 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 7.4 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" 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 7.5 Best Efforts to End Violations.

(a) If a Contractor contends 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 any Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the PLA, at least twenty-four (24) hours prior to invoking the procedures of 7.6. The PLA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.6 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 before any other action at law or equity, when breach of Section 7.1 or 7.4, above, or Section 8.3 or Section 21.4, is alleged.

(a) The parties will negotiate in good faith to select a mutually agreeable, unbiased mediator who shall be the permanent mediator under this procedure, as well as two alternate mediators who shall be identified as alternate one (1) and alternate (2). The party invoking this procedure shall notify the permanent mediator. If the permanent mediator is unavailable at any time, the party invoking this procedure shall first notify alternate 1. If alternate 1 is not available then alternate 2 shall be selected. Notice to the mediator 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 mediator, 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 7.5, as above.

(c) The mediator 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 mediator's discretion, shall not exceed twenty-four (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 decision or Agreement by the mediator.

(d) The sole issue at the hearing shall be whether or not a violation of sections 7.1 or 7.4 above, or Section 8.3, or Section 21.4, has, in fact, occurred. The mediator shall have no authority to consider any matter in justification, explanation or mitigation of such violation, or to decision damages (except for damages as set forth in 7.7 below) which issue is reserved for court proceedings, if any. The decision 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 decision. The mediator may order cessation of the violation of the Article and other appropriate relief, and such decision shall be served on all parties by hand or registered mail upon issuance.

(e) Such decision shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA 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 mediator's decision as issued under Section 7.6(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 mediator's decision 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 the 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 mediator shall be divided by percent of decision by the party or parties initiating this procedure and the respondent party or parties.

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

#### Section 7.7 Liquidated Damages.

(a) If the Mediator determines, in accordance with Section 7.6 above, a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the decision, direct all of the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the mediator's decision, 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) have not returned to work.

(b) If the mediator determines in accordance with Section 7.6 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the decision, return all the affected employees to work on the Project, or otherwise correct the violation found by the mediator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly schedule 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 mediator) 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) have not been completed.

(c) The mediator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall be not less than \$1,000.00 (one thousand dollars), nor 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"), or any successor plan.

Section 8.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure 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 Unions 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, 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-construction Conference. As provided in Article 16, each Contractor and construction manager, shall conduct a pre-construction 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. Where possible, purchases are to be made locally unless costs locally differentiate by 5% or greater. In addition to the following and other rights of the Contractors enumerated in this PLA, 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 this Agreement and 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 rights (and those of the PLA Administrator on its behalf) include, but are not limited to, the right to:

(a) Inspect any construction site, facility, or Project to ensure that the Contractor follows the applicable safety and other work requirements;

(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 the 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 restrictions 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, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools or other labor saving devices, subject to the application of the state Public Contracts and Labor Codes, or as otherwise 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 a 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-saving 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 catalog parts, assemblies, accessories, pre-fabricated 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 Union(s) concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is standardized or a 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 Union(s), 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, efficiently, 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

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she through his or her local union business representative or job steward, shall within five (5) 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. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision (s) of the Agreement alleged to have been violated.

(b) Should the Local Union (s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. 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 thereafter.

Step 3. (a) If the grievance had been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitrators Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the Involved Local 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 Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner, through the PLA Administrator, shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

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 7.1 or 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 not 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 and regulations 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 and construction manager, 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 himself/herself to discipline, up to and including discharge.

The parties may establish and implement reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing, to extent permitted by Federal and State Law. Should the PLA

Administrator approve an established program to which signatory Unions are currently a party, such program may become the Project-wide substance abuse testing program, after consultation with the Unions. Until there is such a Project-site substance abuse testing procedure negotiated and/or otherwise adopted by the PLA Administrator, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project, pursuant to their terms.

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 the applicable 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 PLA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A's existing on the effective date of this PLA, and upon presentation of proof of any expense incurred.

ARTICLE 14  
APPRENTICES

Section 14.1 Importance of Training. The parties recognize the importance of a trained and skilled workforce, made possible through apprenticeship programs. As such, this PLA will utilize quality apprentices in the workforce. All state-approved apprenticeship programs that meet or exceed the parallel Labor Management Program's completion rates, completion counts, and total registered apprentices count shall be recognized and utilized in accordance with Section 3.5 (b). Meet or exceed shall be determined by California Department of Industrial Relations, Division of Apprenticeship Standards annual reports – Completion counts for building trade programs last five (5) years and building trades completion rates. In the event that a state-approved apprenticeship program has not been in existence long enough to meet or exceed the criteria listed above, the program will be referred to the Joint Subcommittee on Training and Apprenticeship (Section 14.3) for review and a determination as to whether or not that program shall be considered a qualified apprenticeship program for purposes of this PLA. The parties also 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 the aforesaid state approved apprenticeship and/or training programs in the construction industry. 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 aforesaid state approved training or apprenticeship programs.

Section 14.2 Use of Apprentices.

(a) Apprentices may comprise up to thirty percent (30%) 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 their best efforts with the committee and, if necessary, the commissioner to permit up to thirty percent (30%) apprentices on the Project. When available and capable of undertaking the tasks involved, forty percent (40%) of such apprentice workforce of each craft shall consist of first (1<sup>st</sup>) 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 the 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 PLA unless there is a journey person, 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/she 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 District 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 of 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 JAC's, to encourage Riverside Community College District graduates, students and prospective students to participate in such apprenticeship programs, for the improvement of the construction industry. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA 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).

Section 14.4 Helmets To Hardhats.

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

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

## 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 or construction manager 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 and including discharge. Said work rules shall include the prohibition of the playing of portable radios.

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 Riverside Community College District 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-CONSTRUCTION CONFERENCES

Consistent with Section 8.4, all work assignments should be disclosed by the Contractor and construction manager at a pre-construction conference held in accordance with industry practice. The Contractor and construction manager shall notify the PLA Administrator at least two weeks before starting work under this PLA, and the PLA Administrator shall coordinate the scheduling of a pre-construction 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-construction, 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 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 PLA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this PLA. 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.

## 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 PLA. The parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA 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 PLA. Further, the parties agree that if and when any provision(s) of this PLA 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 PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA 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 PLA 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 PLA shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

Section 18.3 Termination for Second and Subsequent Violations of Sections 7.1, 7.4, 8.3, or 21.4. The Council or the District has the right to immediately terminate this Agreement upon a second or subsequent violation of Sections 7.1, 7.4, 8.3 or 21.4. Prior to either party exercising their right to immediately terminate the Agreement under this Section, the parties agree to meet and confer in good faith.

## ARTICLE 19

### WAIVER

A waiver of or a failure to assert any provisions of this PLA 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 PLA or change in the terms and conditions of the PLA 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 PLA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual Agreement in writing, hereafter signed by the negotiating parties hereto.

ATTICLE 21  
DURATION OF THE AGREEMENT

Section 21.1 Duration and Final Termination.

(a) This PLA shall be effective April 1, 2010 and shall continue in effect March 31, 2015, or until the Project Work is completed, whichever occurs first. All Project Work for which bid specifications are issued prior to the latter date shall continue to be covered by this PLA until the turnover and final acceptance of such work, subject to the specifications, pursuant to Section 21.2.

Final termination of all obligations, rights, and liabilities, under this PLA shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the PLA; or on March 31, 2015, (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.

(b) This PLA 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 on 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 are 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 PLA 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.

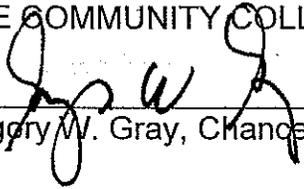
Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and Union parties to the collective bargaining Agreement(s), which are the basis for such Schedule A's, notify the PLA Administrator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

The parties agree to recognize and employ all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining Agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor under the PLA 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 PLA. Any disagreement between the parties over the incorporation into a Schedule A of any such

provision agreed upon in a 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 there be any lock-out on this Project of the involved Union(s) during the course of such negotiations.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By:   
Gregory W. Gray, Chancellor

RIVERSIDE/SAN BERNARDINO COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL

By:   
(Name)  
Executive Secretary

(Signatures of signatory councils or local unions follow on subsequent pages)

SIGNATORY COUNCILS OR LOCAL UNIONS:

Joe Standley - District Council  
Name, Title                      President

IRON WORKERS  
Affiliation

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Affiliation

*Debra Martin B.M.*  
Name, Title

*LABORERS' LOCAL 300*  
Affiliation

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Affiliation

Q. Hall BA  
Name, Title

UA Sprinkler Fitters 669  
Affiliation

John Y. Smith  
Name, Title

Falorino Local #184  
Affiliation

Richard Edwards BA  
Name, Title

UA Pipe fitters Local 304  
Affiliation

Sam A. Pineda BA  
Name, Title

Tile, Marble, Terrazzo Local #18  
Affiliation

Stella Bergin Sec. Treas  
Name, Title

Mentors 116  
Affiliation

[Signature] BA.  
Name, Title

Sheet Metal 185  
Affiliation

BSK [Signature]  
Name, Title

ROOFERS, WATERPROOFERS #220  
Affiliation

[Signature]  
Name, Title

IBEW 440  
Affiliation

Alex Lopez  
Name, Title

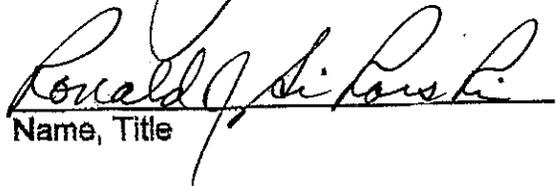
IUPAT DC #36  
Affiliation

\_\_\_\_\_  
Name, Title

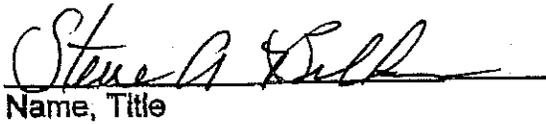
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Affiliation

  
Name, Title

TUOE#12  
Affiliation

  
Name, Title

TUOE#12  
Affiliation

  
Name, Title

TUOE#12  
Affiliation

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Affiliation

Q. Hall BA  
Name, Title

UA Sprinkler Fitters 669  
Affiliation

John Y. Smith  
Name, Title

Falorino Local #184  
Affiliation

Richard Edwards BA  
Name, Title

UA Pipe fitters Local 304  
Affiliation

Sam A. Pineda BA  
Name, Title

Tile, Marble, Terrazzo Local #18  
Affiliation

Stella Buzynski Treas  
Name, Title

Mentors 116  
Affiliation

[Signature] BA.  
Name, Title

Sheet Metal 185  
Affiliation

BSK [Signature]  
Name, Title

ROOFERS, WATERPROOFERS #220  
Affiliation

[Signature]  
Name, Title

IBEW 440  
Affiliation

Alex Lopez  
Name, Title

IUPAT DC #36  
Affiliation

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Affiliation

ATTACHMENT B

Riverside and San Bernardino County Zip Codes

RIVERSIDE COUNTY

ZIP Code	City
91752	MIRA LOMA
92201	INDIO
92202	INDIO
92203	INDIO
92210	INDIAN WELLS
92211	PALM DESERT
92220	BANNING
92223	BEAUMONT
92225	BLYTHE
92226	BLYTHE
92230	CABAZON
92234	CATHEDRAL CITY
92235	CATHEDRAL CITY
92236	COACHELLA
92239	DESERT CENTER
92240	DESERT HOT SPRINGS
92241	DESERT HOT SPRINGS
92247	LA QUINTA
92248	LA QUINTA
92253	LA QUINTA
92254	MECCA
92255	PALM DESERT
92258	NORTH PALM SPRINGS
92260	PALM DESERT
92261	PALM DESERT
92262	PALM SPRINGS
92263	PALM SPRINGS
92264	PALM SPRINGS
92270	RANCHO MIRAGE
92274	THERMAL
92276	THOUSAND PALMS
92282	WHITewater
92292	PALM SPRINGS
92320	CALIMESA
92324	COLTON

92373 REDLANDS  
92501 RIVERSIDE  
92502 RIVERSIDE  
92503 RIVERSIDE  
92504 RIVERSIDE  
92505 RIVERSIDE  
92506 RIVERSIDE  
92507 RIVERSIDE  
92508 RIVERSIDE  
92509 RIVERSIDE  
92513 RIVERSIDE  
92514 RIVERSIDE  
92515 RIVERSIDE  
92516 RIVERSIDE  
92517 RIVERSIDE  
MARCH AIR RESERVE  
92518 BASE  
92519 RIVERSIDE  
92521 RIVERSIDE  
92522 RIVERSIDE  
92530 LAKE ELSINORE  
92531 LAKE ELSINORE  
92532 LAKE ELSINORE  
92536 AGUANGA  
92539 ANZA  
92543 HEMET  
92544 HEMET  
92545 HEMET  
92546 HEMET  
92548 HOMELAND  
92549 IDYLLWILD  
92551 MORENO VALLEY  
92552 MORENO VALLEY  
92553 MORENO VALLEY  
92554 MORENO VALLEY  
92555 MORENO VALLEY  
92556 MORENO VALLEY  
92557 MORENO VALLEY  
92561 MOUNTAIN CENTER  
92562 MURRIETA  
92563 MURRIETA  
92564 MURRIETA  
92567 NUEVO

92570 PERRIS  
92571 PERRIS  
92572 PERRIS  
92581 SAN JACINTO  
92582 SAN JACINTO  
92583 SAN JACINTO  
92584 MENIFEE  
92585 SUN CITY  
92586 SUN CITY  
92587 SUN CITY  
92589 TEMECULA  
92590 TEMECULA  
92591 TEMECULA  
92592 TEMECULA  
92593 TEMECULA  
92595 WILDOMAR  
92596 WINCHESTER  
92599 PERRIS  
92860 NORCO  
92877 CORONA  
92878 CORONA  
92879 CORONA  
92880 CORONA  
92881 CORONA  
92882 CORONA  
92883 CORONA

SAN BERNARDINO COUNTY

ZIP

Code	City
	RANCHO
91701	CUCAMONGA
91708	CHINO
91709	CHINO HILLS
91710	CHINO RANCHO
91729	CUCAMONGA RANCHO
91730	CUCAMONGA RANCHO
91737	CUCAMONGA
91739	RANCHO

CUCAMONGA

91743 GUASTI  
91758 ONTARIO  
91761 ONTARIO  
91762 ONTARIO  
91763 MONTCLAIR  
91764 ONTARIO  
91766 POMONA  
91784 UPLAND  
91785 UPLAND  
91786 UPLAND  
92242 EARP  
92252 JOSHUA TREE  
92256 MORONGO VALLEY  
92267 PARKER DAM  
92268 PIONEERTOWN  
92277 TWENTYNINE PALMS  
92278 TWENTYNINE PALMS  
92280 VIDAL  
92284 YUCCA VALLEY  
92285 LANDERS  
92286 YUCCA VALLEY  
92301 ADELANTO  
92304 AMBOY  
92305 ANGELUS OAKS  
92307 APPLE VALLEY  
92308 APPLE VALLEY  
92309 BAKER  
92310 FORT IRWIN  
92311 BARSTOW  
92312 BARSTOW  
92313 GRAND TERRACE  
92314 BIG BEAR CITY  
92315 BIG BEAR LAKE  
92316 BLOOMINGTON  
92317 BLUE JAY  
92318 BRYN MAWR  
92321 CEDAR GLEN  
92322 CEDARPINES PARK  
92323 CIMA  
92324 COLTON  
92325 CRESTLINE  
92326 CREST PARK

92327 DAGGETT  
92329 PHELAN  
92331 FONTANA  
92332 ESSEX  
92333 FAWNSKIN  
92334 FONTANA  
92335 FONTANA  
92336 FONTANA  
92337 FONTANA  
92338 LUDLOW  
92339 FOREST FALLS  
92340 HESPERIA  
92341 GREEN VALLEY LAKE  
92342 HELENDALE  
92344 HESPERIA  
92345 HESPERIA  
92346 HIGHLAND  
92347 HINKLEY  
92350 LOMA LINDA  
92352 LAKE ARROWHEAD  
92354 LOMA LINDA  
92356 LUCERNE VALLEY  
92357 LOMA LINDA  
92358 LYTLE CREEK  
92359 MENTONE  
92363 NEEDLES  
92364 NIPTON  
92365 NEWBERRY SPRINGS  
92366 MOUNTAIN PASS  
92368 ORO GRANDE  
92369 PATTON  
92371 PHELAN  
92372 PINON HILLS  
92373 REDLANDS  
92374 REDLANDS  
92375 REDLANDS  
92376 RIALTO  
92377 RIALTO  
92378 RIMFOREST  
92382 RUNNING SPRINGS  
92385 SKYFOREST  
92386 SUGARLOAF  
92391 TWIN PEAKS

92392 VICTORVILLE  
92393 VICTORVILLE  
92394 VICTORVILLE  
92395 VICTORVILLE  
92397 WRIGHTWOOD  
92398 YERMO  
92399 YUCAIPA  
92401 SAN BERNARDINO  
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92424 SAN BERNARDINO  
92427 SAN BERNARDINO  
93516 BORON  
93562 TRONA  
93592 TRONA