

SANTA ROSA JUNIOR COLLEGE
PROJECT STABILIZATION AGREEMENT

This Project Stabilization Agreement (“Agreement”) is made and entered into this _____ day of _____, 2017, by and between the **Santa Rosa Junior College** (“College” or “Owner”), together with any prime contractor (individually referred to as “Prime Contractor”) and subcontractors at all tiers (all of whom, including Prime Contractor, are collectively referred to as “Contractors”), who shall become signatory to this Agreement by signing the “Agreement To Be Bound” attached hereto as Exhibit C, and the **Sonoma, Lake & Mendocino Counties Building & Construction Trades Council** (“Council”) and its affiliated local unions who have executed this Agreement acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (referred to individually as “Union” and collectively as “Unions”) for the construction work specifically described and defined in Section 2.1 of this Agreement (“Project”).

Recitals

WHEREAS, the parties share the goals of construction cost control, providing opportunities for local residents, including students and graduates of the College, and local businesses and establishing a long-term, mutually beneficial relationship between the College’s educational programs and the state approved joint apprenticeship programs established by the Unions; and

WHEREAS, the timely and successful completion of the Project is important to the College; and

WHEREAS, the Contractors will be engaged in construction of the Project; and

WHEREAS, large numbers of workers in the various construction trades and crafts will be required in the performance of the construction work for the Project and many of the workers may be represented by the Unions affiliated with the Council or other building trades labor organization

signatory to this Agreement and employed by contractors and subcontractors who are signatory to collective bargaining agreements with the Unions; and

WHEREAS, it is important to the successful completion of the Project that a sufficient supply of skilled craft workers be available; and

WHEREAS, the College, Contractors and Unions recognize and agree that one of the primary purposes of this Agreement is to avoid the tensions that may arise on the Project if union and non-union workers work side-by-side thereby creating the potential for labor disputes that could delay completion of the Project; and

WHEREAS, the interests of the College, the Contractors, the Unions and their members and the general public would be best served if the construction work proceeds continuously in an orderly, safe, efficient and economical manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with the construction work; and

WHEREAS, the parties to this Agreement mutually agree that safety, quality, productivity and labor harmony are primary goals; and

WHEREAS, the parties recognize the need for safe, efficient and quality construction in order to reduce unnecessary delays and to shorten construction schedules, thereby further reducing costs, resulting in timely completion of the Project; and

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement; and

WHEREAS, the Contractors and Unions desire to provide for effective, prompt and fair dispute resolution procedures for any type of dispute that may arise under this Agreement and for the effective enforcement of the rights and obligations set forth in this Agreement; and

WHEREAS, the College and the Union(s) desire to provide opportunities for Local Businesses (businesses whose principal place of business is located within Sonoma, Lake, Napa, Solano, Marin and Mendocino counties) for work on the Project; and

WHEREAS, the College places a high priority upon the development of comprehensive programs for the recruitment, training and employment of College students, graduates and Local Residents (persons whose principal residence is within Sonoma, Lake, Napa, Solano, Marin and Mendocino

counties) and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of the state approved local joint apprenticeship programs and local programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the College, Council and Union(s) desire and intend to provide opportunities for students of the College and apprentices of the joint apprentice programs to successfully complete their Associate of Arts degree and building trades Apprenticeship concurrently; and

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

WHEREAS, the contracts for construction of the Project shall be awarded by the College in accordance with the California Public Contracts Code and California Education Code; and

WHEREAS, utilization of this Agreement is intended to enhance compliance with the California prevailing wage laws; and

WHEREAS, the parties desire to provide employment opportunities on the Project to military veterans returning from overseas conflicts.

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

ARTICLE 1
PURPOSE

1.1 It is critical to the College and its students that the Project be completed in as timely and economical manner as possible. The parties to this Agreement acknowledge that large numbers of skilled and trained workers of various construction trades will be required in the performance of the Project, and that on a project of this size, with multiple contractors and crafts on the job site at the same time, the potential for work disruption is substantial. It is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve the timely, safe, and economical construction of the Project and to assure access of the College and the Contractors to the skilled and trained workers represented by the Council and Unions. The parties further recognize and agree that the Project must be undertaken in a spirit of labor harmony, peace and stability, with the utilization

of skilled labor under fair and safe working conditions without disruption or disputes. The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and, in so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction and to secure optimum productivity, on-schedule performance and the College's satisfaction.

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

ARTICLE 2

SCOPE OF AGREEMENT

2.1 This Agreement shall apply to the specifically identified College project(s) paid for in whole or in part with Measure H funds, passed by the voters in November 2014, that are listed in the Project List attached hereto and incorporated herein as Exhibit A (the "Project"). Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segment has been turned over to the College by the Contractor and the College has accepted such phase, portion, section or segment. Once accepted by the College, this Agreement shall have no force or effect on such portion of the Project accepted by the College, except when a Contractor is directed to engage in repairs, warranty work, modifications, punch list work, start-up, calibration, commissioning, performance testing, and operational revisions to systems and/or subsystems required by its construction contract or when a Contractor performs work under change orders to its construction contract.

2.2 Covered Work: This Agreement shall apply to all demolition, hazardous material remediation, surveying, site preparation, construction, alteration, installation, improvement, painting and repair of buildings, structures and other works and related activities for the Project within the craft jurisdiction of one of the Unions, including, without limitation, to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and modular furniture installation. On-site work includes work done for the Project in temporary yards, laydown or storage areas, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed by a Contractor under a construction contract for the Project unless it is performed by College employees.

2.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 5, 6 and 11 of this Agreement shall apply to such work.

2.5 This Agreement shall apply only to construction craft employees working on the Project represented by the Unions signatory hereto, and shall not apply to a Contractor's supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, timekeepers, messengers, guards, or any other employees above the classification of general foreman, or inspectors, material testers, and/or x-ray technicians, *except* to the extent that such supervisors, inspectors, material testers, and/or x-ray technicians are customarily covered by the local master collective bargaining agreement negotiated between a Union and its historically recognized bargaining party ("Schedule A Agreement") and as to which classification a prevailing wage determination has been published. The Schedule A Agreements of the Unions are identified in Exhibit C to this Agreement and incorporated herein by reference.

2.6 This Agreement covers all on-site fabrication work over which the College or Contractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.7 Construction trucking work, including the delivery and removal of construction materials and supplies, including, but not limited to, ready-mix concrete, asphalt, aggregate, sand or earth or other fill or similar material that are directly incorporated into a work process or debris, earth, mud, excess fill, or similar material or other waste construction materials removed from the Project site, shall be covered by the terms and conditions of this Agreement to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Contractor(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the College within ten (10) calendar days of written request or as required by bid specifications.

2.8 After installation by the Contractors and upon notice of completion, it is understood the College reserves the right to perform operation, repair, maintenance or revision of equipment or systems with persons of its choice, except as set forth in Section 2.1, above. If required, the original equipment manufacturer's or vendor's service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

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

2.10 EXCLUSIONS: The items specifically excluded from the scope of this Agreement include the following:

2.10.1 Furniture, equipment and machinery owned or controlled by the College; however, the installation of office modular furniture shall be covered by this Agreement;

2.10.2 All employees of the College, design team or any other consultant of the College not performing construction craft labor within the scope of this Agreement;

2.10.3 Any work performed on or near, or leading to or into the Project site by state, county, city or other governmental bodies or their contractor(s); or by utilities or their contractor(s);

2.10.4 Off-site maintenance of leased equipment and on-site supervision of such work; and

2.10.5 The testing and calibration of specialty equipment necessary to protect the manufacturer's or vendor's warranty, provided the Contractor using the vendor or manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by construction persons employed under this Agreement.

2.11 The parties agree that the College, at its sole option, may terminate, delay, and/or suspend any and all portions of the work covered by this Agreement at any time. Should the College remove any work and/or contract from the Project and thereafter authorize that construction work and/or contract to be commenced, then such work and/or contract shall be performed under the terms of this Agreement. Further, the College may prohibit some or all work on certain days or during certain hours of the day to mitigate the effect of the ongoing Project work on the College classes, businesses and residents in the vicinity of the Project site and/or require such operational or schedule changes that may be deemed necessary, in its sole judgment. Any operational or schedule changes shall be subject to any applicable wage provisions included in a Schedule A Agreement.

ARTICLE 3
SUBCONTRACTS

3.1 Each of the Contractors agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by executing the Agreement to be Bound attached hereto as Exhibit B and incorporated herein. Any Contractor working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.

3.2 A subcontractor is defined as any person, firm or corporation who agrees under contract with a Contractor to perform on the Project any part or portion of the construction work covered by the scope of this Agreement, including the operation of construction equipment, performance of labor and/or installation of materials.

3.3 It shall be a goal of the parties to this Agreement that, to the greatest extent possible within the requirements of the Public Contracting Code, Local Businesses will be utilized to perform Covered Work on the Project. Information regarding the utilization of Local Businesses shall be provided by the Prime Contractor and each Contractor(s) and shall be reported to the District on a monthly basis.

3.4 The Contractors have the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor elect to subcontract, such Contractor shall continue to have such primary obligation.

3.5 Any Contractor who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, including payments to Health & Welfare, Pension, Vacation/Holiday Dues Supplement and Training & Retraining Funds (collectively referred to as “Fringe Benefit Trust Funds”), except as provided in the Labor Code and the applicable Schedule A Agreement.

3.5.1 All Contractors will give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) calendar days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the lower tier Contractor. Written notice at a Pre-Job/Mark-up meeting (as described in Section 8.2 of this Agreement) shall be deemed written notice under this provision for those lower tier Contractors listed at the Pre-Job/Mark-up meeting only.

3.5.2 Thereafter, if such lower tier Contractor should become delinquent in the payment of

any wages or benefits as above specified, it shall immediately give written notice thereof to the Prime Contractor and any affected Contractor(s) and Union(s) specifying the nature and amount of such delinquency.

3.5.3 In the event any Contractor fails to give written notice of a subcontract as required herein, such Contractor shall be liable for all delinquencies of the subcontractor on this Project only without limitation.

3.5.5 Nothing in this Agreement is meant to interfere with the normal enforcement or collection rights of any of the Fringe Benefit Trust Funds, including the withholding of workers.

3.6 The Unions agree to use best efforts to work and cooperate with the College, the Primary Employer and other Contractors toward maintaining the most cost efficient and competitive posture possible to construct the Project within the budget and schedule established by the College.

3.6.1 It is understood and agreed that the College has the right to select any qualified bidder for the award of Construction Contracts or to reject all bids under this Agreement consistent with the Public Contract Code. The Council and the Unions shall actively promote the Project(s) covered by this Agreement and hold at least one meeting with interested contractors for the purpose of increasing bidder participation for such Project(s).

3.7 With regard to any Contractor that is independently signed to any Schedule A Agreement, this Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such Schedule A Agreement, except as specifically set forth in subsection 3.8, below. Any such subcontracting clause in a Schedule A Agreement shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Agreement shall be interpreted and/or applied in any manner that would give this Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under an Schedule A Agreement, except as specifically set forth in subsection 3.8, below.

3.8 If a craft union ("Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its Schedule A Agreement, as permitted by subsection 3.7, above, the Aggrieved Union may submit a claim under the jurisdictional resolution process, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its Schedule A Agreement, as permitted pursuant to 3.7, above, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made

pursuant to this Agreement. If the award made under the Schedule A Agreement conflicts with the jurisdictional award, the award of any damages under the former shall be null and void *ab initio*.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

4.1 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Contractor or the Coordinator (as described in Article 7 of this Agreement) unless signed by such parent, affiliate, subsidiary, or other division of such entity.

4.2 Subject to the provisions of Article 3, above, each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor or any dispute between the signatory Union(s) and the Contractor respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor party to this Agreement.

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

4.4 It is recognized by the parties to this Agreement that the Contractors and Coordinator are acting only on behalf of said Contractors and Coordinator, and said Contractors and Coordinator have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the College.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason including, but not limited to, disputes relating to the negotiation or renegotiation of the local collective bargaining agreements that serve as the basis for the Schedule A Agreements, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes by the Union or employees working under this Agreement against any Contractor covered under this Agreement on the Project. There shall be no lockout by any Contractor. Failure of any

employee employed under this Agreement, to cross any picket line established by any Union, signatory or non-signatory to this Agreement, or by any other organization or individual, where such picket line is directed at the Project, or a Contractor or employer working on the Project, resulting in the failure of one or more employees employed under this Agreement to engage in Project work as directed by his/her Contractor or other disruption of Project work, is a violation of this Article. The Prime Contractor and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

5.2 If a Contractor contends that any Union has violated this Article or Section 6.3, below, it will notify in writing the Secretary-Treasurer of the Council, the Coordinator, the business manager/senior executive of the involved Union(s), and the Prime Contractor at least twenty-four (24) hours prior to invoking the procedures of Section 5.4. The Secretary-Treasurer of the Council 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 this Article.

5.3 If the Union contends that any Contractor has violated this Article, it will notify the Contractor, the Prime Contractor and the Coordinator setting forth the facts that the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 5.4. The Prime Contractor shall promptly order the involved Contractor(s) to cease any violation of this Article.

5.4 The following procedure must be instituted by a party to this Agreement prior to or in lieu of any other action at law or equity, when a breach of Section 5.1, above, or Section 6.3, below, is alleged:

5.4.1 The party invoking this procedure shall notify Robert Hirsch, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, William Riker shall be appointed the alternate, or, if he is unavailable, he shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party(ies) 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 electronic mail, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

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

5.4.3 The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's

discretion, shall not exceed 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 the issuance of any award by the arbitrator.

5.4.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1, above, or of Section 6.3, below, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.4.5 Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 5.4.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement or in the applicable Schedule A Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor), and to the representing Union (for an employee), by certified mail by the party(ies) first alleging the violation.

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

5.4.7 The fees and expenses of the arbitrator shall be paid by the losing party.

5.5 The College is a party in interest in all proceedings arising under this Article and Articles 6 and 11 and its designated representative and the Coordinator shall be sent contemporaneous copies of all notifications required by these Articles.

5.6 If the arbitrator determines in accordance with 5.4.4 above that a work stoppage has occurred, the respondent Union shall, within eight (8) hours of receipt of the award, direct all the employees it represents on the Project to return immediately to work. If the craftworkers 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 arbitrator's award, and the respondent Union has not complied with its obligation immediately to instruct, order, and use its best efforts to cause a cessation of the violation and a return to work of the employees it represents, then the respondent Union shall pay a sum as liquidated damages to the Contractor, and shall pay an additional sum per shift for each shift thereafter on which the craft has not returned to work. Similarly, if the arbitrator determines in accordance with Section 5.4.4 above that a lockout has occurred, the respondent Contractor shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, the respondent Contractor shall pay a sum 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 appropriate and designated by the arbitrator) and shall pay an additional sum per shift thereafter in which compliance by the respondent Contractor has not been completed. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall be ten thousand dollars (\$10,000.00) for each shift.

5.7 Withholding employees, but not picketing, for failure of a Contractor to tender trust fund contributions as required in Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article; *provided*, the applicable Union provides written notice to the affected Contractor, the College and the Coordinator forty-eight (48) hours prior to exercising its rights under this provision and an opportunity to cure the delinquency by rendering payment to the applicable employees or Trust Funds.

5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article or Section 6.3 shall be subject to the grievance and arbitration procedures of Article 11 of this Agreement.

ARTICLE 6
WORK ASSIGNMENTS AND JURISDICTIONAL
DISPUTES—NORTHERN CALIFORNIA PLAN

6.1 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.

6.2 All jurisdictional disputes between or among Building and Construction Trades Unions, 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.

6.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

6.4 As provided in Section 8.2, below, Prime Contractor will conduct pre-job conferences for all Contractors with the Unions prior to commencement of work by the Contractors. At these conferences, all jurisdictional assignments will be announced. The Council and representatives of the College shall be advised in advance of all such conferences.

ARTICLE 7 **COORDINATOR**

7.1 The College shall appoint a Coordinator ("Coordinator") who is responsible for the administration and application of this Agreement.

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

ARTICLE 8
JOINT LABOR/MANAGEMENT MEETINGS
AND PRE-JOB/MARK-UP MEETINGS

8.1 Joint Labor-Management Meeting. A joint Labor/Management meeting will be held on a periodic basis between the Coordinator, the Contractors, the Council and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications, monitor accomplishment of the goals of this Agreement and advance the proficiency and efficiency of the craft workers and the Contractors on the Project. These periodic meetings will also include discussion of the safety, scheduling, productivity, progress on the utilization of Local Businesses and employment of College students/graduates, and compliance with applicable laws and regulations for the work performed on the Project.

8.2 Pre-job Meeting. The Coordinator will schedule and attend all Pre-Job/Mark-Up meetings and participate in discussions as they pertain to the terms and conditions of this Agreement. The Prime Contractor and all subcontractors shall attend a mandatory pre-job conference with representatives of all of the Unions at a location mutually agreeable to the Council at least twenty-one (21) calendar days prior to:

- (a) The commencement of any Project work; and
- (b) The commencement of Project work on each subsequently awarded Construction Contract.

8.2.1 The information presented at the Pre-job conference will include, but not be limited to:

- (a) A listing of each Contractor's scope of work;
- (b) The craft work assignments;
- (c) The estimated number of craft workers required to perform the work;
- (e) The estimated start and completion dates of the work;
- (f) Discussion of pre-fabricated materials;
- (g) Discussion of any trucking work regarding the on-haul and/or off-haul of materials, including applicable rates of pay;

(h) Data gathering for employment of College students and graduates and utilization of Local Businesses for the Project; and

(i) A listing of any specialty work to be performed by the employees of an equipment vendor or manufacturer to protect the warranty on such equipment as described in section 2.3.4, above, if any, for which the Contractor using the vendor or manufacturer shall demonstrate by an enumeration of specific tasks that the work cannot be performed by construction persons employed under this Agreement

8.3 Project work shall not commence for any Contractor until an **Agreement to be Bound** has been signed and submitted by a duly authorized representative of the Contractor to the applicable Union(s) and the Council.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 The Contractor(s) retain full and exclusive authority for the management of their work forces for all work performed under this Agreement, consistent with the applicable Schedule A Agreement. This authority includes, but is not limited to the right to:

9.1.1 Plan, direct and control the operation of all the work;

9.1.2 Decide the number and types of employees required to perform the work safely and efficiently;

9.1.3 Hire, promote and lay off employees as deemed appropriate to meet work requirements and/or skills required;

9.1.4 Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite;

9.1.5 Discharge or discipline employees for just cause;

9.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked. Assignments of work shall be adhered to unless or until written notice from the appropriate authority of a changed assignment is issued. There shall be no refusal by a craft to perform overtime work; however, individual craftspeople shall not be required to work overtime unless specifically

dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure under this Agreement; and

9.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or design, subject to the provisions of Section 2.6 and Article 19 of this Agreement.

9.1.8 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement, consistent with the Schedule A Agreements.

ARTICLE 10 **WORK RULES**

Consistent with the Schedule A Agreements:

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s). Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

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

10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).

10.4 Consistent with state and federal law, employees shall be at their place of work (as designated by the Contractor at the Pre-Job/Mark-Up meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.

10.5 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the College, its member organizations, or others who are not covered by this Agreement.

10.6 Contractors shall provide rest periods in accordance with the Schedule A Agreements and Industrial Welfare Commission Order No. 16-2001. Any dispute regarding rest and meal periods provided in this Section 10.6 shall be resolved exclusively under the provisions of Article 11 of this Agreement.

10.7 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite whether such deliveries are covered under this Agreement, such as the delivery of materials covered under Section 2.7, or not. Unloading of the above will be performed by the Contractors' employees.

10.8 The Contractor(s) and the Unions recognize the necessity for promoting efficient construction work operations. However, the lawful manning provisions of the applicable craft's Schedule A Agreement shall be recognized.

ARTICLE 11 **GRIEVANCE PROCEDURE**

11.1 This Agreement is intended to provide close cooperation between management and labor. The Prime Contractor shall assign a representative to the Project for the purpose of assisting the local Unions, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously, and without interruption, delays, and work stoppages.

11.2 All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the Schedule A Agreement of the applicable craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

11.3 All Project labor disputes involving the application or interpretation of a Schedule A Agreement to which a signatory Contractor and a signatory Union are parties shall be resolved pursuant to the dispute resolution procedures contained in such Schedule A Agreement. All disputes relating to the interpretation or application of this Agreement shall be resolved through the grievance and arbitration procedure set forth herein except an alleged violation of Article 5 and Section 6.3 which shall be resolved through the procedures set forth in Section 5.4 *et seq.*, or disputes under Article 6, which shall be resolved as set forth therein.

11.4 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation, or application of the provisions of this Agreement, the same shall be settled by means

of the procedures set out herein (“Grievance Procedure”). No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor on its own behalf, or the College on its own behalf) provides notice in writing to the signatory party with whom it has a dispute (with a copies to the Council and Coordinator) within seven (7) business days after becoming aware of the dispute, but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 11.4 may be extended by mutual agreement (oral or written) of the parties.

11.5 Grievances arising out of Section 11.4, above, shall be settled according to the following procedures:

Step 1: Within five (5) business days after receipt of the written notice of the grievance, the parties to the grievance shall confer and attempt to resolve the grievance. In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may refer the dispute to Step 2; or, if neither party is a Union, then to Step 3.

Step 2: The applicable Union International representative and the other party shall meet within seven (7) business 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 other party. If the parties fail to reach an agreement, then the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) business days thereafter.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected from a permanent panel of arbitrators consisting of William Engler, William Riker, Thomas Pagan, John Kagel, and Robert Hirsch, who will hear grievances filed pursuant to this Article. Should the parties be unable to agree mutually on the selection of an Arbitrator from among those on the panel, selection for that given arbitration shall be made by alternately striking names from the list of names on the panel until the parties agree on an Arbitrator or until one (1) name remains. The first party to strike a name from the list shall be the party bringing forth the grievance. In the event the last remaining Arbitrator is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as fifteen (15) calendar days where the grievance concerns employment discharge and thirty (30) calendar days for all other grievances.

11.6 The decision of the arbitrator shall be binding on all parties. The arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties.

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

11.8 The time limits specified in any step of the grievance procedure set forth in this Article may be extended by mutual agreement of the parties initiated by the written request of one party to the other at the appropriate step of the grievance procedure. Failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievances with prejudice. In order to encourage the resolution of disputes and grievances at Step 1 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

12.1 All employees shall be required to tender dues and fees uniformly required to be paid by members to the appropriate Union on or before the eighth (8th) day of consecutive or cumulative employment on construction craft work, and remain current throughout the employee's period of work under the Scope of this Agreement.

12.2 The Contractors recognize the Unions signatory hereto as the sole and exclusive collective bargaining representatives for its craft employees on the Project.

12.3 Authorized representatives of the Unions shall have access to the Project site during established working hours, provided they comply with applicable requirements in the Education code if and when they apply and that such representatives fully comply with the visitor safety and security rules established for the Project. However, the visitor safety and security rules shall not interfere with the rights of said authorized representatives to access the Project site.

12.4 A Steward shall be a working journeyman appointed by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the business manager or business agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the affected Contractor agrees to allow the Steward a

reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.

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

12.6 The working Steward will be subject to discharge for just cause to the same extent as other employees provided, however, that the Union shall be notified twenty-four (24) hours prior to the discharge.

12.7 The Steward shall remain on the job until its completion, provided the Steward is qualified to perform the work remaining to be done, unless the Steward is removed by the business manager/senior executive of the applicable Union.

ARTICLE 13 **REFERRAL**

13.1 Contractors performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. To the extent permitted by law, the following shall apply: For signatory Unions now having a job referral system contained in a Schedule A Agreement, the Contractors agree to comply with such a system and it shall be used exclusively by such Contractors, together with the procedures set forth in Section 13.3 below, as appropriate.

13.2 A Contractor that does not traditionally work under a local collective bargaining agreement that is awarded work on the Project may employ their regular local experienced work force, pursuant to the procedures described below, where the employees so designated as a “regular, experienced employee” meet the following qualifications:

- (a) Possesses any license required by state or Federal law for the Project work to be performed;
- (b) Worked at least three thousand (3,000) hours in the applicable trade or craft;
- (c) Has been employed by the Contractor for at least ninety (90) days of the one-hundred twenty (120) days immediately preceding the Contractor’s start of Project work; and
- (d) Has the ability to safely perform the basic functions of the applicable craft or trade.

13.3 As its first employee for work on the Project, the Union shall refer a worker pursuant to the referral procedures referenced in Section 13.1, above. The Contractor may then directly employ one (1) of its qualified “regular, experienced employees” that is referred pursuant to the referral procedures referenced in Section 13.1. This alternating procedure of referral shall continue until a maximum of five (5) qualified “regular, experienced employees” have been referred to the Contractor. The maximum number of “regular, experienced employees” employed by a Contractor under this procedure shall be five (5). All additional employees shall be requested and referred pursuant to Section 13.1, above. On layoffs, the Contractor shall reverse the alternating process. The Contractor shall notify the appropriate Union of the name and Social Security number of each regular, experienced employee to work on the Project and refer the employee to the Union to comply with Article 12 (Union Recognition and Representation) and each such employee shall register with the Union’s hiring hall before commencing work on the Project. If there is any question regarding an employee’s eligibility under this Section 13.3, the Contractor shall provide satisfactory proof of such at a Union’s request.

13.4 The Union(s) will exert their best efforts to recruit and dispatch to the Contractors sufficient numbers of skilled craftspersons, with a priority for employing Santa Rosa Junior College students and graduates and Local Residents, to the extent such preferential dispatching is permissible under applicable laws and hiring hall procedures/bylaws of the applicable Union.

13.5 In the event that a Union is unable to fill any requisition for one (1) or more employees within forty-eight (48) hours after such requisition is made by a Contractor (Saturdays, Sundays, and holidays excepted), then the Contractor may employ applicants meeting the qualifications sought from any other available source as per the applicable Schedule A Agreement. The Contractor shall promptly notify the Union of any applicants from other sources and shall comply with the provisions of Article 12 and this Article 13 regarding registration and referral.

ARTICLE 14 **NON-DISCRIMINATION**

14.1 The Contractors and Unions shall comply with all nondiscrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project. Further, the Contractor and Unions agree that there shall be no discrimination on the basis of race, national origin, religion, sex, sexual orientation, political affiliation or membership or non-membership in a labor organization in the hiring and dispatching of workers for the Project.

ARTICLE 15
APPRENTICES

15.1 The parties recognize the need to maintain continuing support of effective programs designed to develop adequate numbers of competent workers in the construction industry. The Contractors shall employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

15.2 The Contractors agree to employ, and the Unions agree to cooperate in furnishing, apprentices from state certified jointly administered apprenticeship programs. The apprentice ratio for each craft shall be in compliance with California Labor Code Section 1777.5 and approved apprentice standards for that craft.

15.3 It shall be a goal of the parties to this Agreement to utilize apprentices who are current students or graduates of Santa Rosa Junior College on Project(s) covered by this Agreement. As such, the Union(s) will exert their best efforts to recruit and dispatch to the Prime Contractor and Contractor(s) sufficient numbers of such apprentices, to the extent such preferential dispatching is permissible under applicable laws and hiring hall procedures/bylaws of the applicable Union. Furthermore, to facilitate their employment in the construction industry, the Council and the College shall meet and confer for the purpose of establishing a program to promote the recruitment and participation of Santa Rosa Junior College students in the Union apprenticeship programs and their employment while concurrently earning their Associate of Arts degree at the College.

ARTICLE 16
WAGE SCALES and FRINGE BENEFITS

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage and fringe benefit funds and scales contained in the applicable Schedule A Agreement and in compliance with the applicable general prevailing wage determination made by the California Director of Industrial Relations pursuant to the California Labor Code.

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

16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally

established local trust agreements as set forth in the applicable Schedule A Agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds, and hereby ratify and accept the trustees so appointed as if made by the Contractors. The Contractor(s) agrees to execute a Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

16.4 Each Contractor shall be required to certify in writing that it has paid all wages and benefit contributions due and owing prior to receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Prime Contractor, the Prime Contractor shall work with any Contractor that is delinquent in payment of benefit contributions or wages to assure that proper benefit and wage payments are made, to the extent of withholding otherwise due payments owed such delinquent Contractor until such payments have been made or otherwise guaranteed.

16.5 When an employee is laid-off or terminated, the employee shall be paid wages due immediately. If an employee voluntarily terminates his or her employment, then the Contractor shall pay the wages due in accordance with California State Law.

ARTICLE 17 **HOURS OF WORK, OVERTIME and SHIFTS**

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

17.2 Overtime: Overtime will be in compliance with the applicable California general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code and applicable Schedule A Agreement.

ARTICLE 18
HOLIDAYS

18.1 Holidays will be in compliance with the applicable Schedule A Agreement.

ARTICLE 19
HEALTH AND SAFETY

19.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractors, be bound by such safety rules and regulations as may be established by the College and Contractors and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

19.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractors. Nothing in this Agreement will make the Unions(s) liable to any employee or to other persons in the event that injury or accident occurs.

19.3 This Project shall be a drug free workplace. Workers shall not possess, use, be under the influence of, provide, dispense, receive, sell, offer to sell alcohol and/or controlled substances as defined by law while on the College's property. All employees and applicants for employment shall adhere to the substance testing policy of the applicable Schedule A Agreement. Violation of this provision shall subject the employee to discipline up to and including termination.

ARTICLE 20
SECURITY OF MATERIAL, EQUIPMENT and TOOLS

20.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractors.

20.2 All employees will comply with reasonable security procedures established by the Contractors and the College.

ARTICLE 21
CALL-INS

21.1 When employees are called in to work at times other than their regularly established shift, they shall be paid not less than four (4) hours at the applicable overtime rate for that day.

ARTICLE 22
HELMETS TO HARDHATS

22.1 The Contractors 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 Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's 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.

22.2 The Unions and Contractors agree to coordinate with the Center to participate in 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 23
ENTIRE AGREEMENT

23.1 The provisions of this Agreement, including the Schedule A Agreements which are the local master collective bargaining agreements of the signatory unions having jurisdiction over this Project and which are listed in Exhibit C to this Agreement and 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 that may conflict with or differ from the terms of this Agreement, *except* as specifically provided for in Article 2 of this Agreement. Where a subject covered by this Agreement is also covered by a Schedule A Agreement, the provisions of this Agreement shall apply and to the extent there is any conflict supersede the Schedule A Agreement. Where a subject is covered by the provisions of a Schedule A Agreement and is not covered by this Agreement, the provisions of the Schedule A Agreement shall prevail.

23.2 The Schedule A Agreements incorporated as part of this Agreement shall continue in full force and effect for the work covered under the Scope of this Agreement until such time as a new or

modified agreement is reached, at which time the Union and/or contractor parties to the Schedule A Agreement shall notify the College and Coordinator that a new or modified agreement has been reached. The notice to the College and the Coordinator shall describe or attach the new or revised terms and the effective date of such terms. Such new or revised terms contained in the negotiated Schedule A Agreement shall replace the current Schedule A Agreement incorporated herein and the effective dates therein shall be recognized under this Agreement; *provided*, the Contractors shall have seven (7) calendar days following written notice by the Unions to implement any new or modified terms that are retroactive in effect and which are applicable to employees working on the Project; *provided further*, that any new or modified provision in a negotiated Schedule A Agreement that applies only to this Project and is less favorable to the Contractor than those uniformly required of employers covered by the Schedule A Agreement shall not apply to this Agreement.

23.3 The parties agree that this Agreement, together with the Schedule A Agreements, constitute an integrated, self-contained, stand-alone agreement. In addition, it is understood and agreed that all grievances and disputes involving the interpretation or application of this Agreement, including the Schedule A Agreements, shall be resolved according to the procedures set forth in Article 11 of this Agreement; *provided*, however, that should a dispute involve a single Schedule A Agreement and a contractor signatory thereto, and not involve the interpretation or application of this Agreement, such dispute shall be processed and resolved pursuant to the dispute resolution procedure of the applicable Schedule A Agreement. Should there be a dispute as to whether the provisions of Article 11 apply or the dispute resolution procedures of the Schedule A Agreement apply, then the matter shall be presented in writing initially to an arbitrator selected under Article 11 of this Agreement to resolve such issue.

23.4 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment on the Projects covered herein, and that during the term of this Agreement, neither the Contractors, nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the College.

23.5 Any other agreement or modification of this Agreement must be reduced to writing and signed by the parties.

23.6 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile or scanned signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

23.7 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated and each of the parties by

signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE 24
GENERAL SAVINGS CLAUSE

24.1 It is not the intention of either the Contractors or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such article or provision during the period of invalidity. Such suspension shall not affect the operation of any provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractors and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE 25
DURATION OF AGREEMENT

25.1 This Agreement shall become effective on the day the College awards the first contract covered by the scope of this Agreement and shall continue in full force and effect until completion of the scope of the Project as specifically described in Article 2, Section 2.1, of this Agreement.

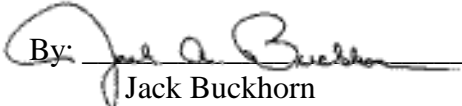
25.2 The College and the Council may mutually agree in writing to amend, extend or modify this Agreement at any time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first written above.

SANTA ROSA JUNIOR COLLEGE

**SONOMA, LAKE AND MENDOCINO
COUNTIES BUILDING &
CONSTRUCTION TRADES COUNCIL**

By: _____
Frank Chong, Ed.D.
Superintendent-President

By:  _____
Jack Buckhorn
Secretary-Treasurer

Signatory Unions:

Insulators Local #16

Elevator Constructors Local #8

Boilermakers Local #549

Roofers Local #81

Bricklayers Local #3

Iron Workers Local #377

Northern California Carpenters Regional
Council on behalf of its affiliated crafts

Northern California District Council of Laborers
for Local Union #324

Sheet Metal Workers Local #104

Cement Masons Local #400

Operating Engineers Local #3

Electrical Workers Local #551

District Council #16

Plasterers Local #300

Sprinkler Fitters Local #483

United Association Local #38

Teamsters Local #665

Laborers Local #67

United Association Local #355

EXHIBIT A

PROJECT LIST

	Project Name	Estimated Start Date
	Burbank Theater Renovation Project	2017

EXHIBIT B

SANTA ROSA JUNIOR COLLEGE

**PROJECT STABILIZATION AGREEMENT
AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor, including construction material trucking company/entity, (CONTRACTOR) on the Santa Rosa Junior College Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in this Project Stabilization Agreement (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT for this Project, together with any and all amendments and supplements now existing or which are later made thereto:
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements designated in the applicable Schedule A Agreement as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.
- (6) This Agreement To Be Bound constitutes a subscription agreement to the extent of its terms. Contractor agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Date: _____

(Name of Contractor)

(Authorized Officer & Title-Print)

(Signature)

(Name of Prime Contractor or
Higher Level Contractor)

(Address)

(Phone #) (Fax #)

Contractor's CA State License Number

Motor Carrier Permit (CA #)

EXHIBIT C
APPLICABLE SCHEDULE A AGREEMENTS

International Association of Heat Frost Insulators and Allied Workers, Local #16
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local #549
United Union of Roofers, Waterproofers and Allied Workers, Local #81
International Union of Bricklayers and Allied Craftworkers, Local #3
International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Master Agreement for the State of California and vicinity
46 Northern California Counties Carpenters Master Agreement for Northern California
Laborers Master Agreement for Northern California
Sheet Metal Workers' International Association, Local #104
Operative Plasterers and Cement Masons, Local #300
Operating Engineers Local #3 Master Agreement for Northern California
International Brotherhood of Electrical Workers, Local #551
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Sprinkler Fitters, Local #483
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local #38
United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry, Local #355
International Brotherhood of Teamsters, Local #665
Laborers International Union of North America, Local #67
International Union of Elevator Constructors, Local #8
International Union of Painters and Allied Trades, College Council #16