

**PROJECT LABOR AGREEMENT
FOR CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT PROJECTS**

INTRODUCTION/FINDINGS

This Agreement is entered into this 18th day of November, 2020, by and between the CHABOT LAS POSITAS COMMUNITY COLLEGE DISTRICT (hereinafter the "District"), together with contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing the "Agreement to be Bound" (Addendum A) (referred to collectively herein as "Contractor(s)/Employer(s)"), and the Building and Construction Trades Council of Alameda County (hereinafter the "Council") and its affiliated local Unions that have executed this Agreement (referred to collectively herein as "Union" or "Unions").

The purpose of this Agreement is to promote the efficiency of construction operations for the District through the use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the District has successfully developed construction projects in the past under a Project Labor Agreement and wishes to continue its use of Project Labor Agreements for proprietary construction projects going forward; and

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the District and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work and will be represented by the Unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, the District, the Council and its affiliated local Unions wish to establish a mutually beneficial relationship, as a part of this agreement the Council agrees to promote and encourage affiliated local Unions to utilize Chabot-Las Positas Community College District as the Local Education Agency (LEA) in accordance with Article X.

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

WHEREAS, the interests of the general public, the District, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly

manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; 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 Contractors/Employers and the affected Unions, 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 District places a high priority upon the development of comprehensive programs for the recruitment, training and employment of traditionally underrepresented and targeted workers, local area residents, and District students and graduates, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways to careers in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the District has the right to select the lowest responsive and responsible bidder for the award of Construction Contract(s) on the Project; and

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

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

ARTICLE I DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "Agreement To Be Bound" means the agreement (attached hereto as **Addendum A**) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

- 1.3 “District” means the Chabot Las Positas Community College District and its governing board, officers, agents, and employees, including managerial personnel.
- 1.4 “Completion” means that point at which there is Final Acceptance by the District of a Construction Contract and the District has filed a Notice of Completion. For the purposes of this definition, “Final Acceptance” means that point in time at which the District has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the District that are necessary to complete the Project.
- 1.6 “Contractor(s)/Employer(s)” or “Contractor(s)” or “Employer(s)” means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the District with respect to the construction of any part of the Project, under contract terms and conditions that are approved by the District and that incorporate this Agreement, and all contractors and subcontractors of any tier.
- 1.7 “Council” means the Building and Construction Trades Council of Alameda County.
- 1.8 “Local Education Agency” (LEA) means an educational institution (community college, adult school, or regional occupational program) that is responsible for the quality and delivery of the related and supplemental instruction (RSI) or “classroom training” for apprenticeship programs. LEAs oversee the curriculum, instructors, and classroom environment for apprentices, to assure that they received quality classroom instruction to supplement their on-the-job training.
- 1.9 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement of each craft Union signatory hereto.
- 1.10 “Project” means all construction projects funded by Measure A bond funds identified on **Addendum B** hereto. For additional projects approved by the District as a new project not identified in Addendum B, the District and the Council shall conduct a Joint Administrative Committee meeting to discuss whether this Agreement shall apply to the project. If the District takes the position at the Joint Administrative Committee that a District project should be

excluded from coverage by this Agreement, that exclusion must be considered by the District's governing board and, absent approval of such an exclusion, this Agreement shall apply to the project. The term Project applies to all projects as defined in this section, whether used in the singular or plural herein. The District and the Council may mutually agree in writing to add additional projects to be covered by this Agreement.

- 1.11 "Project Manager" means the person(s) or entity(ies) designated by the District to oversee all phases of construction on the Project and the implementation of this Agreement, and who works under the guidance of the District's authorized representative.
- 1.12 "Union" or "Unions" means the Building and Construction Trades Council of Alameda County and its affiliated local Unions signatory to this Agreement, acting on 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.

ARTICLE II SCOPE OF AGREEMENT

2.1 Parties: This Agreement applies to and is limited to all Contractors/Employers performing Construction Contracts on the Project (including subcontractors at any tier), and their successors and assigns, the District, the Council and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the District directs a Contractor to engage in repairs, warranty work, modifications or punch list work as necessary under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting, or repair of buildings, structures and other works, and related activities for the Project, that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, 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, soils and materials testing and inspection, start-up, modular furniture installation, and final clean-up. On-site work includes work done for the Project in temporary yards, 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.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(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 traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the District within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Agreement of Elevator Constructors, the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, 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 Systems Technicians, with the exception that Articles IV, XIV and XV of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to a Contractor/Employer's non-construction craft employees, including but not limited to executives, managerial employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and administrative personnel.

2.4.2 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building, shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.3 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 The District shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

2.4.5 Professional services work shall be addressed in **Addendum C**, which is incorporated herein by reference.

2.5 Award of Contracts: It is understood and agreed that the District has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready, and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

2.6 Assistance with Bid Publishing and Distribution: Upon receipt from the District of an invitation to bid for a Project, the Council will forward said invitation via email to its affiliated Unions, with a copy to the District as proof of distribution. The District will endeavor to provide a list of required trades for the Project to the Council at the time of the request of bid distribution.

ARTICLE III EFFECT OF AGREEMENT

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

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the **Agreement to be Bound** in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the **Agreement to be Bound**, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the **Agreement to be Bound**, then such subcontractor shall not be awarded a construction subcontract to perform work on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Schedule A. Any dispute between the

Union(s) and the Contractor(s)/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

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

3.6 The provisions of this Agreement, including the Schedule A's incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement is inconsistent with a Schedule A, the provisions of this Agreement shall prevail. Where a provision of a Schedule A is not inconsistent with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, District, and Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of the District because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/Employer(s) on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business days'

notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor/Employer's or their subcontractor's workforce, during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer that has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the District contends that any Union has violated this Article, it will so notify, in writing, the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for unauthorized acts of employees it represents.

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

4.2.1 A party invoking this procedure shall notify Robert Hirsch or Barry Winograd as the permanent arbitrators, or Martin Gran, as the alternate arbitrator under this procedure. In the event the permanent arbitrators are unavailable at any time, the alternate will be contacted. If neither is available, then the parties shall select the arbitrator from the list in Section 14.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the District and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the County will contact the permanent arbitrator named above, or his alternate, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. 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. Should a party found in violation of this Article fail to comply with an arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under 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 delivered by certified mail.

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

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

ARTICLE V PRE-CONSTRUCTION CONFERENCES

5.1 Timing: The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-construction conference with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, 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.

5.2 The pre-construction conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and District may attend at their discretion.

5.3 The pre-construction conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work.
- (b) The craft assignments.
- (c) The estimated number of craft workers required to perform the work.
- (d) Transportation arrangements.
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of prefabricated materials.

5.4 Review Meetings: In order to ensure the terms of this Agreement are being fulfilled and all concerns pertaining to the District, the Unions and the Contractors are addressed, the Project Manager, General Contractor and Senior Executive of the Council, or designated representatives thereof, shall meet on a periodic basis during the term of construction. The District and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI NO DISCRIMINATION

6.1 The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII UNION SECURITY

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees working within the scope of this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 All employees who are employed by Contractors/Employers to work on the Project will be required to become members and maintain membership in the appropriate Union on or before eight (8) days of consecutive or cumulative employment on the Project. Membership shall be satisfied by the tendering of periodic dues and fees that are uniformly required, to the extent allowed by law.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project. Such authorized representatives shall comply with reasonable, uniform, and posted visitor safety and security rules established for the Project.

ARTICLE VIII REFERRAL

8.1 Contractor(s)/Employer(s) performing construction work on the Project 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. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s) (unless such craft construction employees are covered by existing Master Agreements).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain workers from any source. A Contractor/Employer who hires any worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.4 Unions unable to fill requisition of the Contractor/Employer for workers in accordance with Section 8.3 on more than three (3) separate occasions shall attend a meeting of the Joint Administrative Committee to discuss the issue.

ARTICLE IX WAGES AND BENEFITS

9.1 The Contractors/Employers agree to pay contributions to the vacation, pension and/or other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the Master Agreement(s) of the appropriate local Union(s).

9.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements described in Section 9.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers 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/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master

Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

9.5 Work on Fire Sprinkler Systems: All inspections on a Fire Sprinkler System shall be performed by an ASSE 15000 certified Sprinkler Fitter who is registered with the Office of the California State Fire Marshall. All testing and/or maintenance performed on any Fire Sprinkler System shall be performed by an individual who has graduated from a state-approved apprenticeship program. All apprentices working on fire protection systems shall be registered with a state-approved apprenticeship program.

ARTICLE X APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in the respective crafts to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

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

10.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft, provided they are properly supervised.

10.4 The District and the Council and its affiliated local Unions wish to establish a more formal partnership regarding workforce development. The Council therefore agrees to promote and encourage the Unions to utilize the District as the Local Education Agency (LEA) for their apprenticeship programs. To this end, the Unions agree to attend annual meetings with representatives from the District and the respective Colleges to discuss the LEA services provided by the District and, for those Unions not currently utilizing the services of a California Community College District, to allow the District to provide a proposal for services to be considered against the current LEA provider. In addition, the Council and its workforce development partner Construction Trades Workforce Initiative shall work with the District to develop pre-apprenticeship opportunities for District students and graduates.

ARTICLE XI HELMETS TO HARDHATS

11.1 The Contractors/Employers and 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/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. The current address for the local Helmets to Hardhats program is as follows:

1231 I Street, Suite 302
Sacramento, CA 95814
www.helmetstohardhats.org

In the event this address is changed, the Council shall endeavor to update the District as needed throughout the life of the Agreement.

11.2 The Unions and Contractors/Employers agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the 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 XII COMPLIANCE

12.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractors/Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the state and the Contractors/Employers' compliance with this Agreement as required by law, however, no part of this agreement shall obligate the District to implement a more formal labor compliance program.

ARTICLE XIII JOINT ADMINISTRATIVE COMMITTEE

13.1 Committee Membership: The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the Chabot-Las Positas Community College District and two (2) representatives selected by the Council. The District and the Council shall designate alternates who shall serve in the absence of designated representatives for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet quarterly, or at the request of either Party to the Agreement, to review the implementation of the Agreement, review progress of the Projects, and resolve concerns or issues relating to the administration of the Agreement, however, the Joint Administrative Committee may not change, amend, add to or detract from any of the provisions of the Agreement. It shall be the responsibility of the District

Representative to convene and facilitate the quarterly meetings and any other meetings requested by the Parties.

13.2 JAC Meetings:

13.2.1 The JAC will meet quarterly or at the call of either the District Representative or the Council Representative.

13.2.2 The District Representative will establish agenda topics with input from the Committee and send notices of meetings with agenda in advance of the meetings.

13.2.3 The JAC will receive reports and consider work progress and practices, local hire utilization, pre-apprentice recruitment, training referral, apprentice development, apprentice utilization, bidding participation by trade contractors, labor supply and progress toward the utilization of the District by signatory affiliated local unions as an LEA.

13.2.4 The District Representative and Signatory Parties shall report progress on these issues and provide ongoing workforce projections of their work.

13.3 Dispute Resolution: The Joint Administrative Committee shall convene to confer in an attempt to resolve a grievance that has been filed consistent with Article XIV. Any questions regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for resolution. The Joint Administrative Committee shall meet as required to solve grievances by majority vote with such resolutions to be final and binding on all signatories of the Agreement. A failure of any party to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Joint Administrative Committee, if the award is made by a majority vote, and the hearing shall proceed ex parte. If the Committee is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article XIV.

ARTICLE XIV
GRIEVANCE ARBITRATION PROCEDURE

14.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts) and Article XV (Work Assignments and Jurisdictional Disputes), shall be subject to resolution by the grievance arbitration procedures set forth below.

14.2 Employee Discipline: All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

14.3 Grievance Notice: No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than twenty (20) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

14.4 Grievances shall be settled according to the following procedures:

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

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, within five (5) business days of the Step 2 meeting, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to Step 3, an arbitrator shall be selected by the alternate striking method from the list of five (5) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. Barry Winograd
2. Robert Hirsch
3. William Riker
4. Martin Gran
5. Carol Vendrillo

14.5 The decision of the Arbitrator shall be final and 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. 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 presiding Arbitrator.

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

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

14.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union may request that the District withhold and retain an amount from what is due and owing to the Contractor against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

14.9 Should any of the arbitrators listed in this Article or Article IV no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

14.10 District Disputes: Notwithstanding the above, and for disputes not arising under Articles IV and Article XV, where the District is the grievant or where a grievance is brought solely against the District, the parties shall use their best efforts to settle the grievance in an informal manner. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties within (15) days of the filing of the grievance. If the parties do not reach such a solution within a period of sixty (60) days, then upon notice by either party, the grievance shall be finally settled by an arbitration administered by the American Arbitration Association. The arbitrator hearing the matter shall have experience in applying Project Labor Agreements.

ARTICLE XV WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

15.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

15.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the 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 Employers and Unions parties to this Agreement.

15.3 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, California, within fourteen (14) calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

15.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The District and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XVI MANAGEMENT RIGHTS

16.1 Consistent with the Schedule A agreements, the Contractors/Employers shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XVII DRUG AND ALCOHOL TESTING

17.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited. In addition, the use and/or sale of tobacco or vaping products on District property is prohibited.

17.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies contained in the applicable Master Agreement.

ARTICLE XVIII SAVINGS CLAUSE

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

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

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

ARTICLE XIX TERM

19.1 This Agreement shall be included in the bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

19.2 This Agreement shall become effective on the day it is executed by the District and the Council (the "Effective Date") and shall apply to each Project until Completion. Prior to the five-year anniversary of the Effective Date, the District and the Council shall meet to discuss proposed changes, if any, to the Agreement. The Agreement, including any mutually agreed-upon changes, shall be reapproved by the governing board of the District for another 5 years.

ARTICLE XX MISCELLANEOUS PROVISIONS

20.1. 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. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

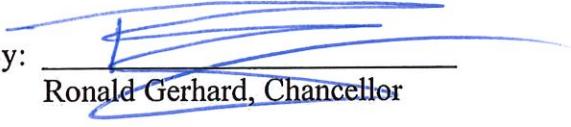
20.2 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

20.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

20.4 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

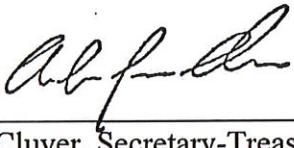
[SIGNATURE PAGE TO FOLLOW]

CHABOT LAS POSITAS COMMUNITY COLLEGE
DISTRICT

By: 
Ronald Gerhard, Chancellor

Date: 12/3/2020

BUILDING AND CONSTRUCTION TRADES
COUNCIL OF ALAMEDA COUNTY

By: 
Andreas Cluver, Secretary-Treasurer

Date: 10/23/2020

UNION SIGNATURES

Boilermakers Local #549	Bricklayers & Allied Craftworkers Local #3
Electrical Workers Local #595	Elevator Constructors Local #8
Insulators Local #16	Iron Workers Local #378
Laborers Local #67	Laborers Local #304
Plasterers Local #66	Operating Engineers Local #3
Plasterers and Cement Masons Local #300	Roofers & Waterproofers Local #81
Sheet Metal Workers Local #104	Sign & Display Local #510

Sprinklerfitters Local #483	Teamsters Local #853
UA Steamfitters, Pipefitters, Plumbers & Gas Fitters Local #342	UA Underground Utility & Landscape Irrigation Local #355
District Council 16, International Union of Painters & Allied Trades, for itself and its affiliated Unions: Carpet & Lino Layers Local #12, Auto & Marine Painters Local #1176, Glass Workers Local #169, Painters Local #3	Northern California Carpenters Regional Council, for itself and its affiliated Unions: Carpenters Local #2236, Carpenters Local #713, Lathers Local #68L, Millwrights Local #102, Pile Drivers Local #34

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: Project Labor Agreement for the Chabot Las Positas Community College District
Agreement To Be Bound

Dear Mr./Ms. _____:

The undersigned confirms that it agrees to be a party to and bound by the Project Labor Agreement for the Chabot Las Positas Community College District, Project Name: _____, as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate Subscription Agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by this Agreement shall extend to all work covered by the Chabot Las Positas Community College District Project Labor Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

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

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B
CLPCCD MEASURE A PROJECTS

Chabot College Project List

552330	Biology Building Phase 1	Excluded
562100	Library & Learning Connection Building 100	Included
562210	Biology / Faculty Building 2100 Phase 2	Included
562300	MPOE Project - Building 300	Excluded
562500	Athletic Fields – Baseball	Excluded
		Under Separate Agreement
562510	Fire Technology - Hayward Training Facility	Included
562160	Advanced Manufacturing, Applied Technologies and Business	Included
562230	College Center	Included
562110	Arts & Media Building	Included
562220	Medical & Dental Building	Included
562400	Sustainability Center	Included
562370	Early Childhood Lab School & Play-yard	Excluded
562340	Vehicle Storage	Included
562540	Classroom / Lab Equipment & Library Materials	Excluded
562600	Campus Security	Excluded
562601	Campus Fire Alarm / Public Address Upgrade	Excluded
562602	Campus wide LED Lighting	Excluded
	Parking and Pathways - Lots G, E & F	Excluded
562380	Event Center/Campus Safety Renovation Bldg. 3800	Included
562501	Athletic Fields - Football, Bleachers & Press box	Included
562109	Demolish Bldg. 100	Included
562209	Demolish Bldg. 200	Excluded
562239	Demolish Bldg. 2300	Excluded
562249	Demolish Bldg. 2400	Excluded
562560	CC Project & Construction Management	Excluded
TBD	Building 3000 Reconstruction (state matching funds)	Included
TBD	Unallocated bond funds for future projects (\$9,436,796)	TBD

Las Positas College

563700	Academic Support & Offices B2100	Included
563715	Public Safety Complex/AMT Project	Included
563730	Campus Vehicular Circulation	Excluded
563741	Athletic Fields - Soccer Turf Replacement	Excluded
563800	Temporary Relocatable Office Project	Excluded
563805	Administrative Office 1690	Excluded

563810	Agricultural Sciences - Horticulture	Included
563811	Agricultural Sciences - Viticulture	Included
563830	Classroom / Lab Equipment & Library Materials	Excluded
TBD	Demolish Buildings 600 & 800	Excluded
TBD	STEAM - Sciences Building	Included
TBD	STEAM - Arts Building	Included
TBD	Renovate Building 1800 - Sciences	Included
TBD	Student Center	Included
563740	Athletic Fields	Included
TBD	Auxiliary Gym	Included
TBD	Phase 3 Buildings	Excluded
563900	Campus Security	Excluded
563701	AV Upgrades B2420	Excluded
563930	Infrastructure HW/CW/Elect	Excluded
TBD	Demolition Bldgs. 400, 500 & 800	Excluded
TBD	Demo 400 & 500, Landscape	Excluded
563860	LPC Project & Construction Management	Excluded
563920	EIR Services	Excluded
TBD	Unallocated bond funds for future projects (\$10,647,467)	TBD

End of Section

Addendum C
PROFESSIONAL WORK

The Project Labor Agreement for the Chabot Las Positas Community College District does not apply to professional service providers, including the District's professional commissioning agent, contracted directly by the District to ready a site for construction or to conduct quality control/quality assurance oversight for the District while construction is underway.

In the case of professional work involving surveying as well as testing and inspection, the parties recognize that the District currently employs union-signatory firms. The District agrees to consider union-signatory firms in future RFP and Pre-Qualification processes.

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