

SOLANO COMMUNITY COLLEGE DISTRICT PROJECT LABOR AGREEMENT

This Agreement is entered into this 5th day of December, 2013 by and between the Solano Community College District (hereinafter, the "District"), together with contractors and/or subcontractors, who become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to herein as "Contractors/Employers"), and the Napa-Solano Building & Construction Trades Council ("Council") and its affiliated local Unions that have executed this Agreement (all of whom are referred to collectively as "Union" or "Unions").

The purpose of this Agreement is to promote efficiency of construction operations during the Solano Community College District's Measure Q and other construction project(s) ("Project") as defined herein, and to provide for 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. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA. The District and the Labor Council seek to form a lasting relationship to Career Technical Education, especially among those underrepresented in the trades (women, minorities, and veterans).

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the Solano Community College District to meet the educational needs of the District's students and to 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, including those to be represented by the unions signatory to this Agreement and employed by contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple 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 Contractor/Employer(s) 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 Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) 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 thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, the 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/Employer(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 contract for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, funding for the construction of the Project will come from Measure Q, passed by the Solano County residents in 2012, in contrast to typical California school projects, which are funded through a balance of local and State funds; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project, or to reject all bid proposals, or to use other legal project delivery methodologies; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the Parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

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

ARTICLE 1 DEFINITIONS

- 1.1 "Agreement" means this Project Labor Agreement.
- 1.2 "District" means the Solano Community College District, its employees, agents, and administrative staff.
- 1.3 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, that is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.
- 1.4 "Construction Contract" means the public works or improvement contract(s) which will be signed by the District and which are necessary to complete the Project, as defined herein, including subcontracts at any tier.
- 1.5 "Project" is defined to include all public works or improvement project(s) or construction projects funded in whole or in part with Measure Q funding with an

estimated construction cost of \$4.5 million or more. In addition, "Project" includes Building 600 (Administration Building); Building 1200 (Theater Modernization) and Building 200 (Child Development Center). Routine maintenance of District properties (per Public Contract Code section 20656) and emergency public works projects (per Public Contract Code section 20654) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.6 "Union" or "Unions" means the Napa-Solano Building & Construction Trades Council, AFL-CIO, ("the Council") and any affiliated labor organization signatory to 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 ("Signatory Unions").

1.7 "Project Manager" means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the District's Authorized Representative.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, a copy of which shall be on file with the District.

1.9 "Council" means the Napa-Solano Counties Building & Construction Trades Council.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing work on the Project (including subcontractors at any tier), the District the Council and the 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 ("Signatory Unions").

2.2 Project Description: The Agreement applies to all prospective public works or improvement project(s) or construction projects funded in whole or in part with Measure Q funding using with an estimated construction cost of \$4.5 million or more. In addition, this Agreement applies to construction and/or modernization of Building 600 (Administration Building); Building 1200 (Theater Modernization) and Building 200 (Child Development Center). Routine maintenance of District properties (per Public Contract Code section 20656) and emergency public works projects (per Public Contract Code section 20654) are not covered by the scope of this Agreement. The District and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site preparation, surveying, construction, alteration, demolition, installation, painting or repair of buildings, structures and other works, and related activities for the Project, including landscaping and temporary fencing 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, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, modular furniture installation, and on-site soils and material inspection and testing to be performed to complete the Project. On-site work includes work done for the Project in temporary yards 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.

2.3.1 This Agreement shall apply to any start-up, calibration, performance testing, repair, maintenance, operational revisions to systems and/or subsystems performed after Completion unless it is performed by District employees.

2.3.2 This Agreement covers all on-site fabrication work over which the District, Contractor(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, it is agreed hereby that 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.

2.3.3 It is expressly agreed and understood by the Parties that the District shall have the right to purchase material and equipment from any source and the craftspersons covered under this Agreement will handle and install such material and equipment. There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast, prefabricated or preassembled materials, tools or other labor-saving devices other than as set forth herein. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable.

2.3.4 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud, 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/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.

2.3.5 Work covered under this Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the craft jurisdiction of the Boilermakers will be performed under the terms of the National Transient Lodge (NTL) Articles of Agreement except that Articles IV and XIII of the Agreement shall prevail and be applied to such work. Work covered by the Agreement within the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all 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, except that Articles IV and XIII of the Agreement shall prevail and be applied to such work.

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

2.4.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are not included in the Project.

2.4.2 The Agreement shall not apply to a Contractor/Employer's non construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management.

2.4.3 This Agreement shall not apply to any 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; or by public or private utilities or their contractors.

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 and Education Code.

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

2.4.6 This Agreement shall not apply to engineering provided by professional service organizations and laboratory or specialty testing or inspection not ordinarily done by the Unions;

2.4.7 This Agreement shall not apply to routine maintenance of District properties and emergency public works projects.

2.5 Award of Contracts: It is understood and agreed that the District shall have the absolute right to select any qualified bidder for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing the 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 a Construction Contract for the Project, whether as contractor or subcontractor, 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 **Letter of Assent** 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 a construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. 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 dispute between the Union(s) and the Contractor(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s) party to this Agreement.

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

3.6 The provisions of this Agreement, including Schedules A's, which are the local Master Agreements of the Signatory Unions having jurisdiction over the work on the Project, 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. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers covered by the 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 District because of a dispute on the Project. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement or this Article.

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

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

4.1.4 In the case of nonpayment of wages and trust fund contributions on the Project, the Union shall give the District or its designated agent and the Contractor/Employer(s) five (5) business days' notice when nonpayment of trust funds has occurred and 2 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 shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.2 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 Thomas Angelo, as the permanent arbitrator, or, Robert Hirsch, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12. Notice to the arbitrator shall be by the most expeditious

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

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article IV, 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) 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.

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. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

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.

**ARTICLE 5
COORDINATOR AND MEETINGS**

5.1 The District shall designate Mike Vlaming as the Coordinator, who shall be responsible for the administration and application of this Agreement. The Coordinator shall endeavor to facilitate harmonious relations between the District, the Contractor/Employers and the Unions signatory hereto. The Coordinator shall not be responsible for the acts of the Contractor/Employers and the Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement. The District will pay for the Coordinator. If Mike Vlaming subsequently becomes unable or unwilling to continue to act as Coordinator, the District shall consult with the Council before designating another Coordinator.

5.2 A pre-construction conference shall be held prior to the commencement of work on each phase of the Project to establish the scope of work in each Contractor/Employer's contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), including all subcontractors, Union(s) and the Coordinator. The Contractor/Employer performing the work shall have the responsibility for making work assignments pursuant to this Agreement in writing. Any craft objecting to the Contractor/Employer's proposed assignment of work shall have seven (7) working days from the date of the conference to submit written objections to the Contractor/Employer before the Contractor/Employer makes the work assignments final. Should any jurisdictional issue remain in dispute, it shall be subject to the resolution procedure set forth in Article 12. All efforts will be made to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least 7 days before the work commences. Pre-construction conferences for different Contractor/Employers may be held together.

5.3 There shall be a periodic meeting for the duration of the Project to discuss issues relating to the construction of the Project, including but not limited to discussion of the scheduling and productivity on work performed on the Project. The purpose of these meetings is to promote harmonious relations, ensure adequate communications and advance the efficiency of the Project. The Primary Contractor/Employers shall attend all such meetings.

**ARTICLE 6
NO DISCRIMINATION**

6.1 The Contractor/Employers and 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, including but not limited to protection against discrimination on the basis of race, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, membership in a labor organization, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC).

ARTICLE 7 UNION SECURITY

7.1 The Contractor/Employers recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 No employee covered by this Agreement is required to join any Union as a condition of being employed on the Project. However, all employees who are employed by Contractor/Employers to work on the Project will be responsible for payment of applicable monthly working dues and any associated fees uniformly required for union membership in the local Union that is a signatory to this Agreement, and shall, on or before 8 days of consecutive or cumulative employment on the Project, tender such dues and fees to the applicable Union.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

ARTICLE 8 REFERRAL

8.1 Contractor/Employers 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 when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Union(s) shall be the sole source of all craft labor employed on the Project. However, in the event that a Contractor(s) has its own core workforce, the Contractor/Employer may request by name, and the Union shall honor, referral of persons who have applied to the local Union for Project work and who demonstrate the following qualifications ("Core Employees"):

- a. possess any license and/or certifications required by state or federal law for the Project work to be performed;
- b. have worked a total of at least two thousand (2000) hours in the construction craft during the prior two (2) years;
- c. were on the Contractor/Employer's active payroll for at least the sixty (60) consecutive calendar business days prior to the contract award;
- d. have the ability to perform safely the basic functions of the applicable trade; and
- e. live in Solano County or the city of Winters.

8.3. The Union will refer to such Contractor/Employer two journeyman employees from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor/Employer's Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer's crew requirements are met or until Contractor/Employer has hired five (5) Core Employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer's work the ratio shall be maintained and when the Contractor/Employer's workforce is reduced, employees shall be reduced in reverse order and in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer's signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.

8.4. The Contractor(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).

8.5. 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(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

8.6. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s). Recognizing the potential acute shortage of skilled craftspeople, the Unions shall consider a Contractor's request to transfer key employees to work on this Project in a manner consistent with the Union's referral procedures.

ARTICLE 9 BENEFITS

9.1 All Contractor/Employers agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements or Prevailing Wage Determination, whichever is greater, of the appropriate local unions. The Contractor/Employers shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employers who are signatory

to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.2 By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

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 or Prevailing Wage Determination, whichever is greater, of the respective crafts, copies of which shall be on file with the District to the extent such Master Agreement is not inconsistent with this Agreement.

9.4 Holidays: Holidays shall be established as set forth in the applicable Schedule A.

ARTICLE 10 EMPLOYEE GRIEVANCE PROCEDURE

10.1 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 Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

ARTICLE 11 COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. 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 Contractor/Employer(s) 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.

ARTICLE 12 GRIEVANCE ARBITRATION PROCEDURE

12.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. All disputes relating to the interpretation or application of the Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

12.2 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/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 12.1 may be extended by mutual written agreement of the parties.

12.3 Grievances shall be settled according to the following procedures:

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

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after the meeting to resolve the dispute in Step 1, the International Union Representative and the Contractor/Employer involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within five (5) business days to the Business Manager(s) of the affect Union(s) involved, the Manager of Labor Relations of the Contractor/Employer involved or the Manager's designated representative, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, 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, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, 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. William Riker
2. Barry Winogard
3. Thomas Angelo
4. Robert Hirsch
5. Jeri-Lou Cossack

12.4 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. 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.

12.5 The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

12.6 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.

ARTICLE 13 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 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.

13.2 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.

13.3 For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement 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 Napa-Solano Building & Construction Trades Council. All other procedures shall be as specified in the Plan.

13.4 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 Project Manager and the

District will be advised in advance of all such conferences. The Primary Contractor shall attend all such meetings and the District and may participate if it wishes. Pre-job conferences for different Employers may be held together.

ARTICLE 14 APPRENTICES

14.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

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

14.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised, except as provided by law and the provisions herein.

14.4 The Parties recognize the importance to the Solano Community College District Board of Trustees of providing Solano Community College students and graduates with the opportunity to participate both in the Unions' Apprenticeship Programs and the opportunity to work on the Project(s) under this Agreement. To the extent permitted by law and the hiring hall provisions of the applicable local Union and the rules and bylaws of the applicable joint apprenticeship program and in compliance with the Program's Standards approved by the State of California, Division of Apprenticeship Standards:

14.4.1 The Union apprenticeship programs will provide for direct entry of qualified graduates of local and approved pre-apprenticeship programs upon request from a signatory Contractor/Employer seeking to fulfill local hiring goals specified under this Agreement. The pre-apprentice programs covered under this provision include but are not limited to the pre-apprenticeship bridge programs that will be developed at Solano Community College in partnership with local trades, per Addendum B.

14.4.2 Each Contractor/Subcontractor performing work covered by this Agreement shall employ on the Project, if available, at least one eligible Solano Community College student or graduate who is enrolled and participating in a Joint Apprenticeship Program approved by the State of California, Division of Apprenticeship Standards, for any craft for which such program exists, when the Contractor/Employer has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. A properly indentured apprentice must be employed under the regulations of the craft or trade at which s/he is indentured and shall be employed only for work of the craft or trade in which s/he is registered. If an apprentice is

not available for referral to a Contractor/Employer when such Contractor/Employer is required to employ an apprentice pursuant to this subsection, the Contractor/Employer shall maintain an open request for such referral, should an opening occur at a later date, as long as its obligations to employ the apprentice exists.

ARTICLE 15 LOCAL HIRE

The Parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District schools and residents of Solano County and the City of Winters to meet the needs of District Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District schools, Solano County residents, and residents of the City of Winters as journeymen and apprentices to covered Projects and entrance into such apprenticeship and training programs as may be operated by the Unions. In addition, all efforts will be made for the workforce to represent the ethnic make up of Solano County and the City of Winters.

ARTICLE 16 MANAGEMENT RIGHTS

16.1 The Contractor/Employer(s) 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 17 HELMETS TO HARDHATS

17.1 The Contractor/Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor/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.

17.2 The Unions and Contractor/Employers agree to coordinate with the Center to create and maintain 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 18
DRUG & ALCOHOL TESTING**

18.1 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.

18.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

**ARTICLE 19
SAVINGS CLAUSE**

19.1 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.

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

19.3 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 4.

**ARTICLE 20
TERM**

20.1 The Agreement shall be included in the Bid Documents as a condition of the award of all construction contracts for the Project.

20.2 The Agreement shall continue in full force and effective until the completion of the Project.

**ARTICLE 21
MISCELLANEOUS PROVISIONS**

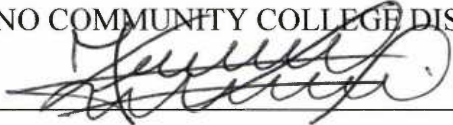
21.1 Counterparts: This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile and electronic signature pages

transmitted to other parties to this Agreement shall be deemed equivalent to an original signature.

21.2 Warranty of Authority: 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.

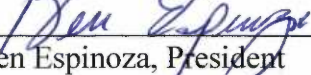
21.3 Ratification by Governing Board: This Agreement shall not be binding on the District until it is approved by the Governing Board of the Solano Community College District.

SOLANO COMMUNITY COLLEGE DISTRICT

By: 

Date: 12-09-13

NAPA-SOLANO BUILDING & CONSTRUCTION
TRADES COUNCIL

By: 
Ben Espinoza, President

Date: _____

SIGNATURE BLOCKS FOR UNIONS

Asbestos Workers Local #16

By: 

**Bricklayers & Allied Trades Crafts
Local #3**

By: 

Boilermakers Local #549

By: 

**Carpenters 46 Northern California
Counties Conference Board**

By: 

District Council of Cement Masons and Plasterers Local #400

By: Ben Espinoza

District Council of Cement Masons and Plasterers Local #300

By: [Signature]

District Council #16 Int'l Union of Painters and Allied Trades

By: [Signature]

Electrical Workers Local #180

By: [Signature]

Iron Workers Local #378

By: [Signature]

Northern California District Council of Laborers

By: [Signature]

Operating Engineers Local #3

By: [Signature]

Plumbers & Steamfitters Local #343

By: [Signature]

Roofers & Waterproofers Local #81

By: [Signature]

Sheetmetal Workers Local #104

By: [Signature]

Sprinklerfitters Local #483

By: [Signature]

Utility/Landscape Local #355

By: [Signature]

Teamsters Local #315

By: _____

Elevator Constructors Local #8

By: _____

District Council of Cement Masons and Plasterers Local #400

By: 

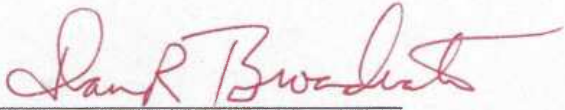
District Council of Cement Masons and Plasterers Local #300

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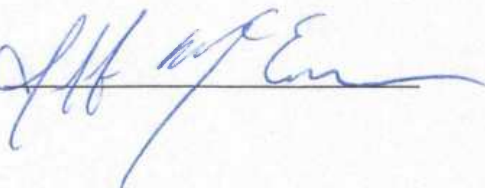
District Council #16 Int'l Union of Painters and Allied Trades

By: 

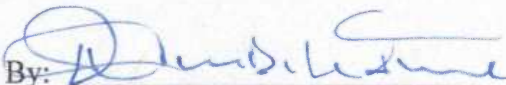
Electrical Workers Local #180

By: 

Iron Workers Local #378

By: 

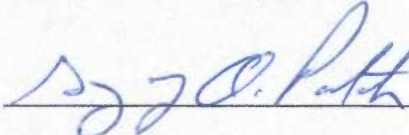
Northern California District Council of Laborers

By: 

Operating Engineers Local #3

By: 


Plumbers & Steamfitters Local #343

By: 

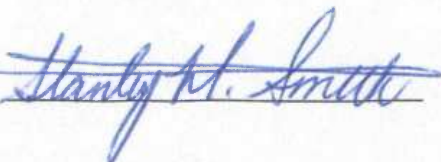
Roofers & Waterproofers Local #81

By: 

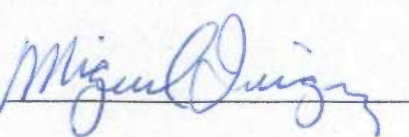
Sheetmetal Workers Local #104

By: 

Sprinklerfitters Local #483

By: 


Utility/Landscape Local #355

By: 

Teamsters Local #315

By: 

Elevator Constructors Local #8

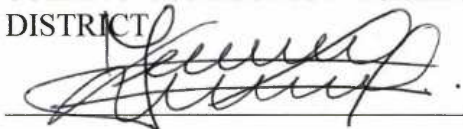
By: 

ADDENDUM B:

**MEMORANDUM OF UNDERSTANDING
SOLANO COMMUNITY COLLEGE DISTRICT MEASURE Q
PROJECT LABOR AGREEMENT**

The parties to this Agreement agree to establish a committee to develop a Construction Career Pathway Partnership ("Partnership") to identify educational and employment opportunities for District students in the construction industry and to actively and regularly engage in exploring the possibility of long-term collaboration on implementing partnership opportunities for apprenticeship training. The committee shall include representatives of the District, Unions and Contractors signatory to this Agreement. Further, as part of this Partnership, the parties agree to mutually support and participate in a one day "Construction Awareness Day" event on each Project covered under this Agreement at a time in which there is active construction on the Project with the purpose of increasing the awareness for students and residents of the District regarding potential careers in the construction industry. Craft workers will be compensated for the time necessary to sufficiently clean the work site to accommodate each one-day event. Those craft workers involved in the skill demonstrations during each one-day event will participate on a voluntary basis.

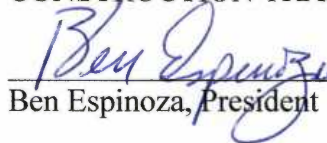
SOLANO COMMUNITY COLLEGE
DISTRICT



Date

12-09-13

NAPA-SOLANO BUILDING &
CONSTRUCTION TRADES COUNCIL


Ben Espinoza, President

Date