

## **PROJECT STABILIZATION AGREEMENT**

**for the**

**MARIN COMMUNITY COLLEGE DISTRICT**

### **PREAMBLE**

This Agreement is made and entered into on this date \_\_\_\_\_, by and between the Marin Community College District ("District") together with contractors and/or subcontractors, including construction building material delivery truckers, trucking companies and trucking brokers, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Exhibit A), ("Contractor(s)'), the Marin County Building and Construction Trades Council and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved, ("Union(s)').

### **Recitals**

WHEREAS, the large, complex, multi-craft, and long-term Projects described in this Agreement have been designated by the District as ones in which a Project Stabilization Agreement Requirement applies; and

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

WHEREAS, a skilled labor pool represented by Building Trades Unions will be required to complete the work involved; and

WHEREAS, the Building Trades Unions agree to cooperate in every way possible with employees of the Contractors; and

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

WHEREAS, the District desires to provide an increased awareness of construction training and employment opportunities for students of and residents within the District through apprentice and pre-apprentice programs; and

WHEREAS, the parties recognize the need for safe, efficient and speedy construction in order to reduce unnecessary delays and result in timely completion of the Project; and

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

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

## **ARTICLE 1**

### **PURPOSE**

- 1.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and District satisfaction.
- 1.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.
- 1.3 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 nonunion 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.

## **ARTICLE 2**

### **SCOPE OF AGREEMENT**

- 2.1 This Agreement shall apply to those complex, long term, multi-craft construction Projects designated by the District and identified in Exhibit B (“Project(s)”) which is attached to this Agreement and incorporated herein by reference. Additional Projects may be added to the Scope of this Agreement by mutual agreement of the parties.
- 2.2 This Agreement shall apply only to construction/craft employees working on this Project represented by the Unions signatory hereto, and shall not apply to Contractors' supervisors, technical or non-manual employees including, but not limited to, executives, engineers, office and clerical employees, drafters, supervisors, timekeepers, messengers, guards, other employees above the classification of general foreman or inspectors, material testers, and/or x-ray technicians, except to the extent that such inspectors, material testers, and/or x-ray technicians are customarily covered by the Local Collective Bargaining Agreement and as to which classification a prevailing wage determination has been published.

- 2.3 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. The lawful fabrication provisions of the appropriate national or local agreements shall be applicable. Thus, this Agreement also covers any off-site work, including fabrication, 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 provision of a local agreement or a local addendum to a national agreement of the applicable Union(s).
- 2.4 After installation by the Contractor(s) and upon the issuance of Substantial Completion, Final Completion or Formal Acceptance of a portion of the project or a building system by the District, it is understood the District reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with persons of the District's choice. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.
- 2.5 It is recognized by the parties to this Agreement that the signatory Coordinator and Contractor(s) are acting only on behalf of said Coordinator and Contractor(s), and said Coordinator and Contractor(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the District.
- 2.6 It is expressly agreed and understood by the parties hereto that the District shall retain the right at all times to perform and/or subcontract all portions of the construction and related work on Project sites not covered by this Agreement.
- 2.7 The working conditions and hours of employment herein provided have been negotiated between the parties signatory to this Agreement.
- 2.8 It is expressly agreed and understood by the parties hereto that the District shall have the right to purchase material and equipment from any source and the craftspersons will handle and install such material and equipment.
- 2.9 Without limiting the foregoing, items specifically excluded from the scope of this Agreement include the following:
  - 29.1 The operation of equipment and machinery owned or controlled by the District and not directly related to the construction project;
  - 29.2 All employees of any Contractor, design team or any other consultant of the District not performing construction craft labor within the scope of this Agreement;

- 293 Any work performed on or near or leading to or on to the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractor, or by public utilities or their contractors, and/or by the District or its contractors (for work which is not part of the scope of this Agreement);
- 294 Off-site maintenance of leased equipment and on-site supervision of such work;
- 295 Non-construction support services contracted by the District or any Contractor in connection with this Project; and
- 296 All work by employees of the District.

2.10 The local trade council shall assist the owner in soliciting interested parties in bidding on the project(s) and in encouraging and soliciting subcontractors in bidding to interested general contractors.

## **ARTICLE 3**

### **SUBCONTRACTS**

- 3.1 Each Contractor(s), which includes all subcontractors of any tier performing work on the Project, agrees that neither it nor any of its subcontractors will subcontract any work to be done on the Project except to a person, firm, or corporation who is or becomes party to this Agreement by signing the Agreement to be Bound attached to this Agreement as Exhibit "A". All Contractor(s) working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.
- 3.2 A Contractor includes any person, firm or corporation, including construction building material delivery truckers, trucking companies and trucking brokers, who agrees under contract with another Contractor of any tier, to perform on the Project any part or portion of the construction work covered by the prime contract, including the operating of construction equipment, performance of labor and/or installation of materials.
- 3.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting; however, 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 (other than that contained in debris boxes) and excess fill and/or mud shall be covered by the terms and conditions of this Agreement.

3.4 Each Contractor(s) with a contract directly with the District has the primary obligation for performance of all conditions of this Agreement, including the performance of all of that Contractor(s)' subcontractors. This obligation cannot be relieved, evaded or diminished by subcontracting. Should a Contractor(s) elect to subcontract, that Contractor(s) shall continue to have such primary obligation.

3.5 Each Contractor(s), which includes all subcontractors of any tier performing work on the Project, shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

3.6 Signatory Contractors:

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

(B) If a craft union ("aggrieved union") believes that an assignment of work on this Project has been made improperly by a Contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (A) of this Article, the aggrieved union may submit a claim under the jurisdictional resolution procedure contained in Article 6 of this Agreement, and the decision rendered as part of that process shall be enforceable to require the Contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to subsection (A) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the former shall be null and void ab initio.

## **ARTICLE 4**

### **RELATIONSHIP BETWEEN PARTIES**

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other divisions of the Coordinator and signatory Contractor(s) unless signed by such parent, affiliate, subsidiary, or other division of such company.
- 4.2 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor(s) or any dispute between the signatory Union(s) and the Contractor(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each other Contractor(s) party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability by a signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractors and the other Unions party to this Agreement.

## **ARTICLE 5**

### **NO STRIKES - NO LOCKOUTS**

- 5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.
  - 5.1.1 Withholding of employees for failure of a Contractor(s) to make trust fund contributions as required in accordance with Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

Should a Contractor performing work on this Project be delinquent in the payment of Trust Fund contributions required under this Agreement with respect to employees represented by the Union, the Union may request, that the Contractor issue joint checks payable to the Contractor and the appropriate employee benefit Trust Fund(s) until such delinquencies are

satisfied. Any Trust Fund claiming that a Contractor is delinquent in its fringe benefit contributions to the funds, will provide written notice of the alleged delinquency to the affected Contractor, with copies to the Contractor, the Coordinator and/or the District. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to contractors delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the local collective bargaining agreements. If the Contractor is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the Contractor agrees that the affected Trust Fund(s) may place the District on notice of such delinquencies and the Contractor further agrees that the District may issue joint checks to the Contractor and the Trust Fund(s) until the delinquency is satisfied.

5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement between a Contractor and the Union expires before the Contractor completes the performance of a construction contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor on said contract for work covered under this Agreement and the Union and the Contractor agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the Union and employers agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor's option, the Contractor may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union and Contractor. If the new or modified Master Agreement reached between the Union and Contractor provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective date which is applicable to employees employed on a project within seven (7) days after notification by the Union.

52 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the

discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the District's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.

53 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.

54 Upon written facsimile or electronic mail notice of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

55 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

5.5.1 The party invoking this procedure shall immediately notify **Robert Hirsch** who the parties agree shall be the permanent Arbitrator under this procedure. **William Riker** shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, electronic mail or similar means to the party alleged to be in violation and the involved Union General President.

5.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

5.5.3 The Arbitrator shall notify the parties by facsimile, electronic mail or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration 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 shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, electronic mail or similar 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 5.5.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

5.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

5.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the affected Union(s) and the affected Contractor(s).

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

## ARTICLE 6

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

- 61 Notwithstanding any provision in this Agreement to the contrary, the following language is specifically agreed to for the resolution of any Jurisdictional Disputes which may arise during the construction which is specifically covered by this Agreement. This agreement regarding resolution of jurisdictional disputes shall apply only to such disputes arising on this Project.
- 62 The contractor shall assign work on the basis of traditional craft jurisdictional lines. It is agreed that the craft assignment of work to a respective craft shall be the determining factor for proper wage payment as required under Article 16 of this Agreement.
- 63 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions. Individuals violating this section shall be subject to immediate discharge.
- 64 When conflicting claims for work on the Project are submitted to an Employer, the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures, as adopted by the National Building & Construction Trades Department, or by the Mechanical Allied Crafts (MAC) Jurisdictional Dispute Resolution Procedure, or by the Northern California Basic Crafts Construction Alliance (NCBCA) Jurisdictional Dispute Resolution Procedure. It is understood by the parties that these Procedures might be amended from time to time. In the event a jurisdictional dispute arises between two or more Unions affiliated with the National Building & Construction Trades Department, such dispute shall be resolved by the procedures set forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry. In the event a jurisdictional dispute arises between two or more Unions affiliated with the MAC, such dispute may be resolved under the MAC Procedure. In the event a jurisdictional dispute arises between two or more Unions affiliated with the NCBCA, such dispute shall be resolved under the NCBCA Procedure.  
  
6.4.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

6.5. Notwithstanding any procedure agreed to by the General Presidents of the affected unions, in the event a jurisdictional dispute arises between two or more Unions that are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as specifically set forth in Section 6.6.

6.6 In the event a jurisdictional dispute arises, either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:

The dispute shall be submitted to expedited arbitration before an Arbitrator serving on the Panel of Permanent Arbitrators.

The Panel of Permanent Arbitrators shall be composed of: **John Kagel, Robert Hirsch, Thomas Angelo, William Riker, and Barry Winograd**. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. Such striking shall take place within three (3) days. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. If a party does not make itself available for striking within three (3) days, the other party can select the Arbitrator. The Arbitrator shall render his decision within three (3) days of the hearing.

In rendering his decision, the Arbitrator shall determine:

1. First, whether a previous agreement of record that was unabrogated as of January 1, 2007, or applicable agreement, including a disclaimer agreement, between the National or International Unions or Locals to the dispute, that was in effect at the time the dispute arose, governs;
2. If the Arbitrator cannot resolve the matter based on No. 1 then if the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute, prior to the hearing, that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, the Arbitrator shall rely on such prevailing practice rather than the decision of record. If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job as a prevailing practice, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the

Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality;

3. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

4. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

5. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

6. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

7. The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

8. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

6.7. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

6.8 The Arbitrator shall have no authority to undertake any action to enforce his decision after a hearing beyond informing the affected parties of his decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding

shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.

## **ARTICLE 7**

### **COORDINATOR**

- 7.1 **Michael J. Vlaming**, as the Coordinator, is responsible for the administration and application of this Agreement.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will conduct the monthly joint Labor/Management meeting referred to in Article 8 below. The Coordinator shall not be responsible for the acts of the Contractors or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

## **ARTICLE 8**

### **JOINT LABOR/MANAGEMENT MEETINGS**

- 8.1 The parties to this Agreement will form a Joint Labor-Management Committee consisting of equal numbers of representatives selected by the Council and the Coordinator, to be chaired jointly by a representative of each. The Committee may form sub-committees to consider and advise the full Committee with regard to any issues affecting this Agreement and the Project. A joint Labor/Management meeting will be held on a regular basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These regular meetings will also include discussion of the scheduling and productivity on work performed on the Project.
- 8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held at the offices of Carpenters Union, Local No. 35, 647 Lindero Street, San Rafael, California. The parties may mutually agree to waive

the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract.

83 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.2 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's proposed assignment of work shall have seven (7) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.

84 The Coordinator will schedule and attend all Pre-Job and Mark-Up Meetings and participate in discussions as they pertain to the terms and conditions of this Agreement.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

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

- 9.1.1 Plan, direct and control the operation of all the work.
- 9.1.2 Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Collective Bargaining Agreement shall be recognized.
- 9.1.3 Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
- 9.1.4 Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
- 9.1.5 Discharge, suspend or discipline employees under the applicable craft agreement.
- 9.1.6 Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with the applicable local collective bargaining agreement.

9.1.7 Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator.

9.2 The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement or in a Local Collective Bargaining Agreement.

## **ARTICLE 10**

### **WORK RULES**

101 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), and consistent with the applicable Local Collective Bargaining Agreement, it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

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

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

104 Slowdowns, standby crews and featherbedding practices will not be tolerated.

105 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District or others who are not covered by this Agreement including, but not limited to, maintenance and operations.

106 Contractors shall provide rest periods in accordance with the California Labor Code. Any dispute regarding rest and meal periods this section shall be resolved exclusively under the provisions of Article 11 of this Agreement.

107 All foremen will remain with their crews and supervise such crews in the performance of their duties.

108 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.

109 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE**

11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike/No-Lockout procedure shall be governed by the following grievance and arbitration procedures.

11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Contractors(s)' first knowledge of the grievance.

11.3 Grievances shall be settled according to the following Steps:

Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.

Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution. The Union will also notify its International Union representative, which shall advise the parties if it intends to participate in Step 2.

Step 3: In the event the matter remains unresolved in Step 2, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for

arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.

Step 4: The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: **Thomas Angelo, Barry Winograd, William Riker, Robert Hirsch and William Engler**. If the parties cannot agree on which Arbitrator to hear the case, then the parties shall alternately strike names until one of the Arbitrators remains, who shall then hear the dispute. The party bringing the grievance shall strike the first name. The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the affected Union(s) and the affected Contractor(s). The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

11.4 The Contractor(s), as well as the Union, may bring forth grievances under this Article.

- 11.5 Where an issue is addressed in this Agreement and the local collective bargaining agreement, this Agreement shall prevail. Where an issue is addressed in the local collective bargaining agreement and not in this Agreement, the local collective bargaining agreement shall control.
- 11.6 Grievances between a Union and a Union-signatory contractor involving interpretation or application of the applicable local collective bargaining agreement shall be governed by the grievance procedures contained in such local collective bargaining agreement.

## ARTICLE 12

### **UNION RECOGNITION AND REPRESENTATION**

- 12.1 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.
- 12.2 No employee covered by this Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of referral shall

maintain that membership while employed on a Project subject to this Agreement. All employees shall comply with the Union Security provision of the applicable craft local collective bargaining agreement for the period during which they are performing Project construction work on the property of the District, except as modified by this Agreement. The Contractor(s) agree to deduct initiation fees, Union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the applicable Union or Council.

- 12.3 Authorized representatives of the Unions shall have access to the site at all times when work is being, has been or will be performed. Such representatives shall comply with the reasonable visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.
- 12.4 A Steward shall be a working journeyman appointed in writing by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

## **ARTICLE 13**

### **REFERRAL PROCESS**

- 13.1 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 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”):
  - (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;
  - (2) have worked a total of at least one thousand (1000) hours in the construction craft during the prior two (2) years;

- (3) were on the Contractor's active payroll for at least sixty (60) calendar days prior to the contract award; and
- (4) have the ability to perform safely the basic functions of the applicable trade.

13.2 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's Core Employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired four (4) 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's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors 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.

13.3 All contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.

13.4 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source ("Alternative Employees"). Upon hiring employees from an alternative source pursuant to this section, the Contractor shall immediately notify the appropriate Local Union of the name and address of the alternative source employee hired, which employee shall be bound by the provisions of this Article.

13.5 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents within the District to meet the needs of the Project and the requirements of the industry generally.

13.6 Helmets to Hardhats. The Parties recognize the Council's participation in the "Helmets-to-Hardhats" Program and the District's 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 Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran's Employment ("Center") and the orientation, assessment of construction aptitude, referral to

apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.

13.7 The Unions and Contractors recognize the District's desire to provide an increased awareness of construction training and employment opportunities for students of and residents within the District. The Unions and Contractors shall support the development of instructional/educational partnerships and/or programs at District sites and/or within the District, including a focus on green/sustainable construction practices and technology.

## **ARTICLE 14**

### **NON-DISCRIMINATION**

14.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act or any other basis recognized by law. The parties to this agreement understand and agree that nothing in this agreement shall supersede or take precedence over any board policy or requirement including, but not limited to, the construction contract and general conditions for the project.

## **ARTICLE 15**

### **APPRENTICES**

15.1 The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the local workforce within the community served by the College of Marin, and to recruit and encourage the participation of College of Marin students and graduates and residents of the County of Marin in the construction industry. To these ends, the parties will support the construction training courses, programs, pre-apprenticeship and joint

apprenticeship programs in which they participate and which are certified by the State of California, and will facilitate and encourage College of Marin students and graduates and residents of Marin County to commence and progress in such apprenticeship programs. The parties acknowledge and agree that North Bay Trades Introduction Program is the approved pre-apprentice program for this project work.

- 15.2 Each contractor or subcontractor performing work covered by this Agreement shall employ on its regular workforce at least one (1) eligible College of Marin student or graduate who is enrolled and participating in an approved construction training course, program, pre-apprenticeship and/or Joint Apprenticeship Program serving the local residence area as soon as such contractor or subcontractor has the minimum number of employees as is established by the Department of Apprenticeship Standards regulations for the employment of apprentices. Such Apprenticeship Program must have been approved by the State of California, Division of Apprenticeship Standards and shall have graduated at least an average of ten (10) apprentices annually for at least the past five (5) years. This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards, has approved an Apprenticeship Program. A properly indentured apprentice must be employed under the regulations of the craft or trade at which he or she is indentured and shall be employed only for work of the craft or trade in which he or she is registered. If an apprentice is not available for referral to a Contractor when such Contractor is required to employ an apprentice pursuant to this subsection, the Contractor shall maintain an open request for such referral as long as its obligations to employ the apprentice exists. The requirement of this subsection does not relieve the Contractor and signatory Unions of the obligations contained in the remainder of this Article.
- 15.3 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage permitted by the Schedule A or applicable Joint Apprenticeship Committee. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provision(s) of the Labor Code relating to utilization of apprentices. To encourage the training and utilization of apprentices, the College District shall encourage all contractors to employ apprentices when work is available for which they are qualified.
- 15.4 In recognition of the College of Marin's desire to have District-trained students employed on its Project(s), a subcommittee of the Labor Management Committee established pursuant to Article 8 shall be established, jointly chaired by a designee of the District and a designee of the Council, to work with representatives of each signatory craft's apprenticeship committee and of the College of Marin to establish appropriate criteria and procedures for recognition by the Joint Apprenticeship Committees of the education and work experience possessed by students and/or graduates of the College of Marin toward qualifying for advanced levels in the apprenticeship programs under the direction of such Joint Apprenticeship Committees. Further, the sub-committee shall work to expand

construction training courses, programs, pre-apprenticeship, and Joint Apprenticeship programs for College of Marin-related individuals and for residents of Marin County, and to develop procedures providing preference for graduates of such programs into the Joint Apprenticeship programs of the signatory Unions.

15.5 The signatory Unions recognize the importance to the College of Marin Board of Trustees of providing College of Marin students and graduates with the opportunity to participate both in the Signatory Union's Apprenticeship Programs and the opportunity to work on the Project(s) under this Agreement, and will cooperate fully in encouraging the establishment of such recognition by the Joint Apprenticeship Committees in which they participate. The subcommittee shall meet as necessary, at the call of the Joint Chairs, to expeditiously facilitate the goals detailed above as soon as this Agreement becomes effective.

15.6 The College District Representative or designee shall prepare quarterly reports on apprentice utilization and the training and employment of College of Marin students and graduates, and local residents for the Board of Trustees' review. The subcommittee may review such reports and make any recommendation for improvement, if necessary, including increasing the availability of skilled Trades, and the employment of local residents, at-risk or disadvantaged individuals or other individuals who should be assisted with appropriate training for qualification for entry into apprenticeship programs.

**ARTICLE 16**

**WAGE SCALES and FRINGE BENEFITS**

16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local collective bargaining agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.

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

16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which

payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

- 16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.
- 16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.
- 16.6 Wage rates, fringe benefits or working conditions negotiated in local collective bargaining agreements which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

## **ARTICLE 17**

### **HOURS OF WORK, OVERTIME and SHIFTS**

- 17.1 The hours of work, establishment of overtime and the establishment of shifts and shift pay shall be governed by the applicable local collective bargaining agreement for each craft. It is understood that the District may, at its discretion, establish a uniform starting time and/or ending time that will be specified in the bid announcement for each contract. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.
- 17.2 To the extent permitted by the applicable provisions of the California Labor Code, and the Master Agreement, the Contractor(s), with one week notice to the Union(s), may establish a four (4) day per week, ten (10) hour per day work shift. The regular work week shall be from Monday through Thursday.

## **ARTICLE 18**

### **HOLIDAYS**

- 18.1 Holidays will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

## **ARTICLE 19**

### **REPORTING PAY**

19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid in accordance with the applicable local collective bargaining agreement.

19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.

19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

19.2 It will not be a violation of this Agreement when the District or Contractor(s) consider it necessary to shut down because of an emergency situation that could endanger life or property. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the District or Contractor(s) request employees to wait in a designated area available for work, the employees will be compensated for the waiting time.

## **ARTICLE 20**

### **TRAVEL, SUBSISTENCE and ZONE PAY**

20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code, or if higher, the pay provided in the Local Collective Bargaining Agreement.

## **ARTICLE 21**

### **HEALTH AND SAFETY**

21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as

established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.

- 21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s).
- 21.3 Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable craft local collective bargaining agreement(s). The Contractor(s) and Union(s) understand that the District facilities are smoke free sites.

## **ARTICLE 22**

### **SECURITY OF MATERIAL, EQUIPMENT and TOOLS**

- 22.1 Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the Contractor(s).
- 22.2 All employees will comply with the reasonable security procedures established and published by the Contractor(s) and the District.
- 22.3 Theft and/or loss of the District's tools and equipment is a major concern on the Project. The District's Security Regulations will be strictly enforced.
- 22.4 Violations or failure to comply with the District's Security Regulations while on the Project jobsite may result in termination and/or exclusion from the Project jobsite.

## **ARTICLE 23**

### **CALL-INS**

- 23.1 Call-ins will be governed by the applicable craft local collective bargaining agreement.

## **ARTICLE 24**

### **MISCELLANEOUS PROVISIONS**

- 24.1 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 signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.

- 24.2 **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.
- 24.3 **Ratification by Governing Board.** This Agreement shall not be binding on the District until it is ratified by the Governing Board.

## **ARTICLE 25**

### **ENTIRE AGREEMENT**

- 25.1 This Agreement represents the complete understanding of the parties. The provisions of this Agreement shall in every instance exclusively apply to and control work performed on the site of the Project and take precedence over provisions of local, area, regional or national labor agreements. Nothing contained in the working rules, by-laws, constitution and other similar documents of the Unions or other Collective Bargaining Agreements, shall in any way affect, modify or add to this Agreement unless otherwise specifically indicated in this Agreement. Practices not part of the terms and conditions of this Agreement shall not be recognized.
- 25.2 The Unions agree that this Agreement covers all matters affecting wages, hours and other terms and conditions of employment, and that during the terms of this Agreement, neither the Contractor(s), nor the Union(s) will be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Unions involved and the District.
- 25.3 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(s)/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.

## **ARTICLE 26**

### **GENERAL SAVINGS CLAUSE**

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

## **ARTICLE 27**

### **DURATION OF AGREEMENT**

27.1 This Agreement shall become effective on the day the District Board ratifies this Agreement and shall continue in full force and effect until Notice of Completion is issued on Projects identified in Exhibit B. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

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## **EXHIBIT A**

### **PROJECT STABILIZATION AGREEMENT**

**for the**

**MARIN COMMUNITY COLLEGE DISTRICT**

### **CONTRACTOR AGREEMENT TO BE BOUND**

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the \_\_\_\_\_ Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization for the Marin Community College District" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

- (1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;
- (2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 16 of this AGREEMENT.
- (3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;
- (4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT.
- (5) Agrees to secure from any CONTRACTOR(S) (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Name of Prime Contractor or Higher  
Level Subcontractor)

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Phone) (Fax)

**EXHIBIT B**

**To the**

**PROJECT STABILIZATION AGREEMENT**

**For the**

**MARIN COMMUNITY COLLEGE DISTRICT**

**PROJECT LIST**

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This Project Stabilization Agreement shall apply to the following construction projects:

1. This Agreement shall be limited to construction work on the Measure B Program with Projects with design and construction budgets in excess of \$2,000,000, and is not intended to, and shall not govern any construction work performed at the District at any time prior to the effective date, or after the expiration or termination of the Agreement.
2. The Agreement is not intended to, and shall not affect or govern the Jonas Center Project & Bid, regardless of the amount of the design and construction budget for such projects.
3. The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are governed by the California Uniform Public Construction Cost Accounting Act procedures.
4. The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of the Measure B Program.
5. The Agreement is not intended to, and shall not affect the operation or maintenance of the District.

6. Any work performed on, near, or leading to the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors, or off-site work undertaken by the Primary Employer or its contractors for work which is not part of the Project or which is not required as a condition of approval for the Project.
7. All off-site maintenance of leased equipment and on-site supervision of such maintenance work.
8. Any warranty, repair or maintenance work performed by employees of an Original Equipment Manufacturer (“OEM”) or other vendor on the OEM's or vendor's equipment if required by the warranty agreement between the OEM or vendor and the Primary Employer in order to maintain the warranty or guarantee on such equipment and provided that the warranty agreement is the OEM's or vendor's standard warranty agreement for such equipment and is consistent with industry practice.
9. All non-construction support services contracted by the Contractor in connection with this Project.

## **SIGNATURES**

Marin Community College District

Marin County Building  
& Construction Trades Council

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Greg Nelson,  
Vice President of College Operations

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James B. Scott,  
Secretary-Treasurer

### **Signatory Unions:**

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Heat & Frost Insulators and Asbestos  
Workers, Local #16

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Boilermakers, Local #549

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Bricklayers & Allied Craftsmen, Local #3

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Electrical Workers, Local #551

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Elevator Constructors, Local #8

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Operating Engineers, Local #3

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Roofers, Local #81

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Sheet Metal Workers Local #104

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Sprinkler Fitters Local #483

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Teamsters, Local #70

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United Association of Plumbers  
& Steamfitters, Local #38

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Iron Workers Local #377

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Northern California Carpenters Regional  
Council (on behalf of Carpenters,  
Local #35; Lathers, Local # 9109;  
Millwrights, Local #102;  
Pile Drivers, Local #34)

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Construction & General Teamsters  
Union, Local #614

## **SIGNATURES**

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Northern California District Council of  
Laborers

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District Council No.16, Northern  
California & Northern Nevada  
International Union of Painters &  
Allied Trades

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LIUNA, Laborers Local #261

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Painters & Allied Trades, District Council  
36 (on behalf of Sign Display, Local #510)

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District Council of Plasters &  
Cement Masons of Northern  
California

**MEMORANDUM OF UNDERSTANDING**  
**MARIN COMMUNITY COLLEGE DISTRICT**  
**PROJECT STABILIZATION AGREEMENT**

Notwithstanding any provision to the contrary in the Marin Project Stabilization Agreement (“Project Stabilization Agreement”), this memorandum will confirm that work covered by the Project Stabilization 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 5, 6 and 11 of the Project Stabilization Agreement will apply to such work.

**MARIN COMMUNITY COLLEGE  
DISTRICT**

**INTERNATIONAL UNION OF  
ELEVATOR CONSTRUCTORS  
LOCAL UNION NO. 8**

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Greg Nelson, Vice President of  
College Operations

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Date \_\_\_\_\_

Date \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
MARIN COMMUNITY COLLEGE DISTRICT  
PROJECT STABILIZATION 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. 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 identified in Exhibit B 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.

**MARIN COMMUNITY COLLEGE  
DISTRICT**

**MARIN COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

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Greg Nelson, Vice-President of  
College Operations

Date \_\_\_\_\_

Date \_\_\_\_\_

## **Letter of Understanding re: Prefabrication**

Mr. Larry Mazolla, Business Manager  
United Association, Local 38

Re: College of Marin Project Labor Agreement  
Article 2, Section 2.3, Choice of Materials, and  
Article 9, Management Rights: Prefabrication

Dear Mr. Mazolla:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Articles 2, Section 2.3 and Article 9, of the Agreement. Consistent with the provisions of those Article, the on-site fabrication and installation of pipe and pipe formations between manufactured components which are customarily the work of UA members will continue to be recognized as such.

As you know from the discussions in negotiations, if fabrication work recognized by this letter as customarily the work of U.A. members is to be done off-site, this work will be performed in Bay Area shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under the prevailing wage laws for employees represented by the United Association, unless such work is performed otherwise pursuant to the provisions of this letter.

The United Association recognizes that the timely completion of this Project is vital to the College District and the Community it is intended to serve. Therefore, if the nature of the work, the Project schedule, or contracting circumstances make it necessary to obtain fabrication outside the region or under conditions different than those described above, the United Association agrees to cooperate in accommodating the reasonable needs of the Project. The Project Contractor and the Union agree to discuss such circumstances affecting off-site fabrication contracting purchases where an accommodation is sought and any reasons making it necessary to depart from the conditions set forth above. The United Association will not unreasonably withhold its consent to such accommodations and Local 38 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 2, Section 2.3 and Article 9, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,

Greg Nelson, Vice President of College Operations  
Marin Community College District

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2008.  
United Association Local 38

By: \_\_\_\_\_  
Larry Mazolla, Business Manager

## **Letter of Understanding re: Prefabrication**

Mr. Rick Werner, Business Manager  
Sheet Metal Workers Union, Local 104

Re: College of Marin Project Labor Agreement  
Article 2, Section 2.3, Choice of Materials, and  
Article 9, Management Rights: Prefabrication

Dear Mr. Werner:

This letter will confirm the discussions we had during the negotiation of the captioned Project Labor Agreement and the clarifications we made concerning the application of Articles 2, Section 2.3 and Article 9, of the Agreement.

This letter clarifies the application of the Project Labor Agreement to fabrication of sheet metal manufactured components which are customarily the work of employees represented by the Sheet Metal Workers.

The Project Labor Agreement shall be deemed to apply to all work done for the Project that is traditionally performed by the Sheet Metal Workers as fabrication, including without limitation, all fabrication work that is covered by the current "Master Agreement" of Sheet Metal Workers' Local Union No. 104. All fabrication work over which the owner or contractor has the right of control, and which is traditionally claimed as on-site fabrication, shall be performed on-site. For the convenience of the owner or contractor, such fabrication work may be performed off-site, provided that such work is performed in accordance with the union standards established by the current Master Agreement.

This letter shall be made a part of the Project Labor Agreement and shall be provided to all contractors and subcontractors who are required to sign a letter of assent to the PLA. Violations of this letter shall be enforceable through the grievance procedure set forth in the Project Labor Agreement.

If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Article 2, Section 2.3 and Article 9, of the Project Labor Agreement, please indicate your acceptance in the space provided below.

Very truly yours,

Greg Nelson, Vice President of College Operations

Agreed and accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2016.  
Sheet Metal Workers Local Union #104

By: \_\_\_\_\_  
Rick Werner, Business Manager