PROJECT LABOR AGREEMENT
FOR THE
SAN LEANDRO UNIFIED SCHOOL DISTRICT
MEASURE J1
NEW CONSTRUCTION AND MODERNIZATION PROJECT

INTRODUCTION / FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the San Leandro Unified School District November 2016 Measure J1 Bond Program ("the Project") and 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.

WHEREAS, the successful completion of the Project is of the utmost importance to the San Leandro Unified School District ("the District"); 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 affiliated with the Building and Construction Trades Council of Alameda County and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

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

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the 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) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, 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 the Project will be awarded in accordance with the applicable provisions of the California Public Contract Code; 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; and

WHEREAS, the parties signatory 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 I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the San Leandro Unified School District and the administrative staff under its Superintendent.

1.3 "Contractor/Employer(s)" or "Contractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which 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 the Agreement.

1.4 "Construction contract" means the public works contract which will be signed by the District and which is necessary to complete the Project.

1.5 "Project" only includes public works construction projects funded in whole or in part with the District's Measure J1 Bond Program funds with a contract value at or above one million dollars ($1,000,000) and not to exceed a total of ten million dollars ($10,000,000) of excluded work financed by Measure J1 Bond Program funds, based on the estimated contract price indicated by the District's architect for that portion of the Project at the time of submittal of the construction documents to DSA for approval. The District shall advise the Trades Council in advance of bid notification whenever it intends to use this exclusion. Routine maintenance of District properties (per Public Contract Code sections 20115 and 22002) and emergency public works projects (per Public Contract Code sections 1102, 20113, and 22050) are not covered by the scope of this Agreement. The District

and the Trades 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:

1.6.1 the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and

1.6.2 All other 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.

1.8 "Master Agreement(s)" means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Project, the District, the Signatory Unions, and the Council.

2.2 Project Description: The Agreement shall govern the award of the Construction contract(s) identified by the District for the Project. For the purposes of this Agreement, the construction contract shall be considered completed upon acceptance of the work by the District.

2.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a 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 Project Labor Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth herein.

2.4 Work covered by the Project Labor 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, XIII, and XIV of the Project Labor Agreement shall prevail and be applied to such work.

2.5 <u>Exclusions:</u>

1) The Agreement shall be limited to San Leandro Unified School District Measure J1 Bond Program and shall not include any projects not funded by Measure J1.

2) 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 Project.

3) The Agreement shall not apply to a Contractor/Employer's project superintendents, all employees above the level of general formal, executives, managerial employees, engineering employees, supervisors (except those covered by existing

building and construction trades collective bargaining agreements), office and clerical employees.

ARTICLE III

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 the 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.

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.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, District and Contractor/Employers agree that for the duration of the Project:

1) There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing slowdowns or other interferences with work of any kind, for any reason, 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 or with a Contactor/Employer on the Projects. Disputes arising between the Unions and Contractor/Employers on other District projects are not governed by the terms of the Agreement.

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

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 the Contractor/Employer on said contract for 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 Employer. If the new or modified master collective bargaining agreement reached between the Union and 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 employed on the project within seven (7) days.

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

1) A party invoking this procedure shall notify, by facsimile or telephone, the party alleged to be in violation, the District representative, and the Building and Construction Trades Council of Alameda County and the involved local Union if a Union is alleged to be in violation.

2) Upon receipt of said notice, the District will contact the designated permanent arbitrator, Gerald McKay, or if he is unavailable, the alternate, Thomas Angelo, will attempt to schedule an arbitrator to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

3) The District 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 any award by the arbitrator.

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 opinion 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.

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.

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.

7) The fees and expenses of the arbitrator shall be divided equally between the parties.

ARTICLE V

PRE-CONSTRUCTION CONFERENCE

5.1 A pre-construction conference shall be held prior to the commencement of the Construction contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s) and Union(s) and the Project Manager. All meetings shall be held at the offices of the Building Trades Council of Alameda County, 8400 Enterprise Way, Oakland, CA 94621. This pre-construction conference is related to this Agreement only and is separate from any pre-job/pre-construction meetings or conferences that the District may have related to the Project.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination against any employee or applicant for employment, on the Project, on the ground or because of race, color,

creed, national origin, ancestry, age, disability, Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), ethnic group identification, religion, gender, marital status, medical conditions, sexual orientation, gender identify, domestic partner status or status as a veteran, and shall provide equal employment opportunity for all persons in all job categories of employment based only upon job-related bona fide occupational qualifications.

ARTICLE VII

UNION SECURITY

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

7.2 All employees who are employed by the Contractor(s) shall, as a condition of employment, on or after eight (8) days of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union or that would require non-union employees to join the local union.

7.3 Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor, security and safety rules. Nevertheless, the

District and the Contractors recognize the right of access set forth in this Section, and such shall not be unreasonably withheld from an authorized representative of a Union.

ARTICLE VIII

REFERRAL / PRE-APPRENTICE INTERNSHIP

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

(1) possess any license required by state or federal law for the Project work to be performed;

(2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

(3) were on the Contractor's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and

(4) have the ability to perform safely the basic functions of the applicable trade.

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 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'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.

8.2 Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source.

8.4 Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s)

8.5 Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the City of San Leandro to meeting the needs of the Project 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 San Leandro residents as journeymen and apprentices on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory Unions.

8.6 The Council and the Unions shall provide to the District and the Project Manager the names and contact information for all Contractor/Employers who are signatory to the Unions.

8.7 The District and the Council shall diligently and in good faith, cooperate to establish a District-based pre-apprenticeship / internship program for District high school students to provide these students with opportunity and access to careers in the trades. The District and Council intend this program to be implemented within six (6) months from the date of the execution of this Agreement.

ARTICLE IX

BENEFITS

9.1 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local. 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 Contractor/Employers who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining 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 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 Collective Bargaining Agreement of the respective crafts, copies of which shall be on file with the District and which the Union shall provide to any contractor immediately upon request, to the extent such Master Collective Bargaining Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

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

ARTICLE XI

COMPLIANCE

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 IX. The District shall cooperate with this effort. 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 Employers on the Project. The District shall cooperate with the California Department of Industrial Relation's monitoring and enforcement of contractors' compliance with the prevailing wage requirements of the state, and the Council's monitoring of the Contractors/Employers' compliance with this Agreement.

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

12.1 The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of one (1) representative selected by the District; one (1) representative from the Project Manager; and two (2) representatives of the signatory Unions. Each

representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

The Joint Administrative Committee shall meet as required but not less than once each 3 months to review the implementation of the Agreement and the progress of the Project and resolve problems and/or grievances by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Committee for resolution

ARTICLE XIII

GRIEVANCE ARBITRATION PROCEDURE

13.1 The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) 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 13.1 may be extended by mutual agreement (oral or written) of the parties.

13.2 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, 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 its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon arbitrator for final and binding arbitration. The arbitrator shall be selected by the alternate striking method from a list of seven (7) Northern California labor arbitrators obtained from the American Arbitration Association.

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.

The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 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 a request for an 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.

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 XIV

JURISDICTIONAL DISPUTES

14.1 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 paragraph 9.3 of this Agreement.

14.2 There shall be no strikes, picketing, sympathy strikes, leafleting or work disruption or stoppages of any kind because of jurisdictional disputes.

14.3 When conflicting claims for work on the Project are submitted to a Contractor, 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) (Appendix A), or by the National Construction Alliance (NCA) (Appendix B), incorporated herein respectively. 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 NCA, such dispute shall be resolved under the NCA Procedure. In the event a jurisdictional dispute arises between two or more Unions that are not affiliated with the same International group and are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as described in Appendix C hereto.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 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 Collective Bargaining Agreement shall be recognized.

ARTICLE XVI

SAVINGS CLAUSE

16.1 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.

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.

If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the

Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII

TERM

17.1 The Agreement shall be included as a condition of the award of applicable construction contracts for District's Measure J1 Bond Program.

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

San Leandro Unified School District

By: _____ Date: _____
Mike McLaughlin, Ed.D.
Superintendent

Building and Construction Trades Council
of Alameda County, AFL-CIO (Council)

By: _____ Date: _____
_____
Secretary-Treasurer

[THIS AFFILIATE LIST IS THE CURRENT LIST ON THE TRADE COUNCIL'S WEBSITE. THIS LIST NEEDS TO BE CONFIRMED AND NON-PARTICIPATING LOCALS (E.G., AUTO & MARINE PAINTERS[?]) CAN BE REMOVED.]

Union Signatories	
Auto & Marine Painters, Local 1176	Boilermakers, Local 549
Brick & Tile Layers, Local 3	Carpenters, Local 713
Carpenters, Local 2236	Carpet & Linoleum, Local 12

Cement Masons, Local 300	Electrical Workers, Local 595
Elevator Constructors Local 8	Glaziers Local 169
Hod Carriers, Local 166	Insulators & Asbestos Workers, Local 16
Iron Workers, Local 378	Laborers, Local 67
Laborers, Local 304	Lathers, Local 68L
Millwrights, Local 102	Operating Engineers, Local 3
Painters, Local 3	Pile Drivers, Local 34
Plasterers, Local 66	Plumbers-Steamfitters, Local 342
Roofers, Local 81	Sheet Metal Workers, Local 104
Sign Painters, Local 510	Sprinkler Fitters, Local 483
Teamsters, Local 853	U.A. Irrigation/Landscape, Local 355

"Addendum A: Agreed To Letter of Assent

[Date]

[Addressee]
[Address]
[City and State]

Re: San Leandro Unified School District Measure J1 Bond Program, Project Labor Agreement -- Letter of Assent

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the San Leandro Unified School District Measure J1 Bond Program, Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the San Leandro Unified School District Measure J1 Bond Program. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

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

CONTRACTOR/SUBCONTRACTOR:_____

California State License Number:_____

Name and Signature of
Authorized Person: _____
(Print Name)

_____
(Title)

_____
(Signature)

[ALL APPENDICES NEED TO CONFIRMED AND UPDATED BY THE COUNCIL.]

Appendix A



William P. Hite, Gen. President, United Association of Plumbers, Pipefitters & Sprinklerfitters

Edwin D. Hill, Gen. President, International Brotherhood of Electrical Workers

Michael J. Sullivan, Gen. President, Sheet Metal Workers International Association

Mechanical Allied Crafts ~ MAC
901 Massachusetts Ave., NW
Washington, DC 20001

James A. Grogan Jr., Gen. President, International Association of Heat & Frost Insulators & Asbestos Workers

Joseph J. Hunt, Gen. President, International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

Dana Brigham, Gen. President, International Union of Elevator Constructors

Mechanical Allied Crafts Work Assignment Procedures

The Mechanical Allied Crafts (MAC) Unions are committed to the principle that there shall be no work disruptions on any MAC designated project and that any disputes involving work assignments among MAC Unions will be resolved expeditiously and, if possible, before the work begins. To this end, MAC Unions have formed Joint Jurisdictional Committees to resolve any outstanding issues and update, if necessary, existing jurisdictional agreements. MAC Local Unions are also engaging in direct and continuing consultations to resolve jurisdictional issues at the local level. The goal is to alleviate work assignment issues among the MAC Unions by having MAC Local Unions establish written work assignment practices within their geographic region that can serve as a roadmap for contractors on MAC designated projects.

The MAC Unions recognize the need for a mechanism to expeditiously resolve jurisdictional issues in the event that two or more MAC Unions are unable to resolve a particular matter. The MAC Unions have adopted the following procedures that will only apply to jurisdictional disputes between or among MAC Unions and their Local Unions on MAC designated projects where the contractor responsible for the work in question has agreed to be bound by these procedures by signing below indicating agreement and acceptance of these procedures. Work assignment disputes involving Unions not part of MAC or on projects not designated as MAC projects may not be resolved through these procedures.

1. Work assignments are the sole responsibility of the contractor that directly hires the craft workers and is responsible for the performance of the work.

2. For each MAC designated project, the contractor(s) shall conduct a pre-job meeting. At the pre-job meeting, each contractor will present their intended work assignments. In the event that a contractor makes a work assignment that is contrary to an established local area assignment practice that has been agreed to in writing by the MAC Local Unions, the contractor's assignment shall be changed to the agreed upon local area assignment practice provided that:

(a) Any Local Union to which an assignment change is made must demonstrate that it can refer in a timely manner, competent craft workers who can safely and efficiently perform the work tasks in question. The Local Union may be required to

provide proof of necessary journeyperson certifications, safety training and similar qualifications.

(b) In the event that a work assignment change is implemented, the contractor shall not be required to become a signatory to an area-wide collective bargaining agreement to which the contractor is not currently a party. The MAC Local Unions agree that in such instance the Local Unions will supply the required craft workers to the contractor provided the contractor agrees in writing to abide by the terms of the applicable collective bargaining agreement but only for the MAC project.

(c) Any arrangements agreed upon to allow for inter-union supply of workers during periods of worker shortages affecting some of the MAC Local Unions will not be precedent setting for future work assignments.

3. Any disagreement regarding a work assignment may be submitted for resolution to the MAC permanent Mediator/Arbitrator by any MAC Local Union or contractor. The MAC Mediator/Arbitrator will schedule a hearing in the location of the disagreement within three working days of receipt of the request. The hearing process shall be as follows:

(a) The parties in disagreement will have an opportunity to present their respective positions. Each party will complete its presentation within one half-hour. Each party will have fifteen minutes for rebuttal.

(b) Upon conclusion of the presentations and rebuttals, the Mediator/Arbitrator will conduct a mediation conference with the parties in an attempt to arrive at a mutually satisfactory resolution. The mediation effort will not exceed two hours.

(c) In the event that mediation is not successful, the Mediator/Arbitrator shall have full authority as Arbitrator to render a final and binding decision. In rendering his decision, the Arbitrator shall apply the criteria set forth in Article V, Section 8, of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry or the criteria set forth in any successor plan adopted in the future by the Building and Construction Trades Department. The decision will be in writing and served upon the parties via e-mail within three working days from the close of the hearing. The decision will not require an opinion.

(d) The fees and expenses of the Mediator/Arbitrator shall be borne equally by the parties if the matter is resolved during mediation or by the losing party or parties, as designated by the Mediator/Arbitrator, if the matter is decided by the Mediator/Arbitrator. To ensure prompt payment, MAC will pay the Mediator/Arbitrator directly but the responsibility to pay the fees and expenses will remain the responsibility of the applicable MAC Local Union(s) and/or contractor, which will reimburse MAC within ten days of receipt of the request for reimbursement.

4. Agreements reached during mediation and decisions of the Mediator/Arbitrator shall be final, binding and conclusive on the MAC Local Unions and contractors involved on the particular MAC project where the disagreement arose and neither the MAC Unions not the contractor may seek to resolve the matter in any other forum.

Signed this 9th day of January 2007

United Association of Plumbers, Pipefitters & Sprinklerfitters

International Association of Sheet Metal Workers

International Association of Heat and Frost Insulators & Asbestos Workers

International Brotherhood of Electrical Workers

International Association of Bridge, Structural, Ornamental & Reinforcing Iron Workers

International Union of Elevator Constructors

Agreed to and accepted by: _____for the
(Name of Contractor)

_____ project this
(Name of MAC project)

_____ day of _____, 20__.

_____
Signature of Contractor

APPENDIX B

National Construction Alliance
Jurisdictional Policy

The jurisdictional boundaries of basic trade and building trade unions are relatively well defined. The vast majority of work task assignments are undisputed. The three basic trades forming the National Construction Alliance have set forth their respective core jurisdictions for the construction industry, attached hereto as Appendix 1 through 3. The basic trades are committed to honoring their respective, well-established core jurisdictions.

However, when jurisdictional disputes arise, they frequently dominate not only the relationship between the disputing labor organizations but also the relationship between those organizations and the contractor or owner. It is vital to the interests of those working in the construction industry that jurisdictional questions be resolved efficiently and without disruption to the construction process. The NCA is committed to working with owners and contractors to establish a more modern system reflecting the current reality within the construction industry for the resolution of jurisdictional disputes. Accordingly, the NCA will work to facilitate the informal resolution of jurisdictional issues where owners or contractors so desire. Alternatively, the NCA endorses the following Jurisdictional Disputes Resolution Procedure, for use on a project-by-project or agreement basis where an owner seeks a formal jurisdictional dispute resolution procedure.

Terrence M. O'Sullivan
General President
Laborers International Union of North America

Vincent J. Giblin
General President
International Union of Operating Engineers
North America

Douglas J. McCarron
General President
United Brotherhood of Carpenters and Jointers of America

January 12, 2007

Jurisdiction Dispute Resolution Procedure

National Construction Alliance

All questions, complaints or disputes dealing with a determination of craft jurisdiction shall be resolved through the application of the following jurisdictional criteria and procedures.

Work assignments should be made by the contractor and jurisdictional questions, complaints or disputes should be resolved on the basis of the following jurisdictional criteria. In the first instance, questions, complaints or disputes should be resolved on the basis of agreements between the unions, including both international and local area agreements. Where there is no such agreement or the agreement is insufficient to resolve the particular question or dispute, consideration should then be given to both contractor preference and to local area practice. The relative weight to be given to contractor preference as compared to local area practice will vary depending on the circumstances, for example, the inherent weight of reasons advanced by a contractor justifying its preference versus the quality and uniformity of the local area practice.

Jurisdictional disputes shall be resolved through the following procedure:

1. Disputes shall be referred initially to the business representatives of the unions involved in the dispute and to the contractor's authorized representative, who shall then meet at a location acceptable to all parties. Normally, a jurisdictional dispute will be identified and the meeting between the disputing unions and the contractor's authorized representative will occur at the pre-job conference. If identification and discussion of the dispute does not occur at the pre-job conference, identification and discussion shall occur as promptly as circumstances permit.

2. Jurisdictional disputes which cannot be resolved at the local level within seven days of being identified may be referred to the international unions involved within five days thereafter. This step shall be deemed exhausted seven days after referral.

3. Jurisdictional disputes not resolved at the local or international union levels may be referred by any party to arbitration within five days of exhaustion of Step two. Referral to arbitration shall be accomplished by submission of a written request for referral to arbitration to the Executive Vice President of the NCA, ray@ncabuild.org or (fax) 202.347.1661, who shall be responsible for administration of the arbitral process. The parties will choose a permanent arbitrator and an alternate to hear disputes arising under this procedure.
The Executive Vice President of the NCA will make arrangements for the timely hearing of the dispute by the permanent arbitrator, or the alternate if the permanent arbitrator is not available.

There shall be no strikes or work stoppages because of any jurisdictional dispute. Pending the resolution of any jurisdictional dispute, the work will continue as originally assigned by the contractor. Illegal strikes or work stoppages because of

jurisdictional dispute shall be subject to a fine of up to $50,000 per shift where deemed appropriate by the permanent arbitrator. Claims of the illegal strike or work stoppage subject to such fine may be filed by the contractor directly at Step 3 of this procedure for hearing by the permanent arbitrator. Any determination or resolution made pursuant to this procedure, including determination or resolution by arbitration or mediation, shall be final and binding on the disputing unions and the contractor on this project only and shall not establish a precedent on other project sites.

The following rules shall apply in any arbitration conducted under this procedure:

(a) The jurisdictional dispute or question shall be determined or mediated based upon the jurisdictional criteria, including the priority of the criteria, set forth above.

(b) The hearing will be conducted in the geographical area where the jurisdictional dispute has occurred. Each of the parties' (Employer/Union(s)) cases shall be presented by a representative of their respective organizations. No party will be represented by legal counsel nor will any legal counsel make an appearance at the hearing proceedings.

(c) Each party to the dispute will have one-half hour to present its case. Witnesses may appear but will not be placed under oath. The introduction of any witnesses shall not extend the one-half hour time period. There shall be no objections made during the presentation of cases.

(d) Upon the completion of the one-half hour initial presentations each party will be entitled to a fifteen-minute rebuttal period. Such rebuttals will be heard in the same order as the initial presentations. There shall be no objections made during the rebuttal period. Witnesses may be recalled.

(e) At the conclusion of presentations and rebuttals, the Arbitrator will conduct a mediation conference between the parties in an attempt to arrive at a satisfactory resolution to the dispute. This mediation shall not exceed two hours in duration. In the event that mediation resolves the dispute, such resolution will be reduced to writing and signed by the parties and the Arbitrator.

(f) In the event that mediation is not successful, the Arbitrator will close the proceedings and shall have full authority to render a final and binding decision in resolution of the jurisdictional dispute. The decision will be in writing and served upon the parties via e-mail within three working days from the day following the hearing. The decision will not require an opinion.

The losing party(s) as determined by the Arbitrator shall be responsible for the fee and expenses of the Arbitrator. Said fee and expenses will be invoiced to the losing party(s) by the office of the National Construction Alliance.

APPENDIX C

Jurisdiction Dispute Resolution Procedure

In the event a jurisdictional dispute arises while the parties are attempting to negotiate an alternative resolution mechanism 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 Panel of Permanent Arbitrators shall be composed of: John Kagel, Gerald McKay, Robert Hirsch, 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. Each craft shall have three (3) days to cross off the names of two Arbitrators. If a party does not respond, this means any Arbitrator is acceptable. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis and resolve the dispute. 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 to the dispute 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 may 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.

The Arbitrator shall comply with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes jointly adopted by the National Academy of Arbitrators, the American Arbitration Association and the Federal Mediation and Conciliation Service. 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.

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

6. The Arbitrator is not authorized to award back pay or any other damages for a misassignment 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.

7. 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.

8. ENFORCEMENT

A. 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.

B. The Arbitrator shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its 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.