



North America's Building Trades Unions

May 28, 2019

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UA

Tony Skinner, Executive Secretary-Treasurer
Tri Counties Building and Construction
Trades Council
3934 E. Main Street
Ventura, CA 93003

Dear Brother Skinner:

We are in receipt of your proposed Community Workforce Agreement for the Oxnard Union High School District in Oxnard and Camarillo, CA (#2541-19).

After careful review of your submitted CWA, the Committee recommended its approval. Therefore, the Department also gives its approval to proceed.

It is the duty and responsibility of your Council to notify all affiliates of the pre-job conference, whether they have any equity in the project or not. The affiliates can make the decision to attend or not, based on the nature of the pre-job.

With kind personal regards, I am

Sincerely and fraternally,

Brent Booker
Secretary-Treasurer

BB/sdm

cc: Project Review Committee (Sent Electronically)

Value on Display. EVERY DAY.

COMMUNITY WORKFORCE AGREEMENT BY AND BETWEEN
THE OXNARD UNION HIGH SCHOOL DISTRICT
AND
TRI COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL
AND
THE SIGNATORY CRAFT COUNCILS AND UNIONS
FOR
CONSTRUCTION PROJECT WORK FUNDED BY MEASURE A

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**OXNARD UNION HIGH SCHOOL DISTRICT
COMMUNITY WORKFORCE AGREEMENT FOR
CONSTRUCTION PROJECT WORK FUNDED BY MEASURE A**

This Community Workforce Agreement (hereinafter, "Agreement") is entered into by and among the Board of Trustees of the Oxnard Union High School District (the "District"), the Tri Counties Building & Construction Trades Council (the "Council"), and the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the "Union" or "Unions").

The purpose of this Community Workforce Agreement is to promote efficiency of construction operations during the Oxnard Union High School District's Project Work as defined herein, and to provide employment opportunities for local workers to participate in the Project Work, and 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 Work.

WHEREAS, the timely and successful completion of the Project Work is of the utmost importance to the Oxnard Union High School District to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, the Agreement provides a level of accountability that will greatly reduce if not eliminate the exploitation of workers and circumvention of the Labor Code as it applies to the payment of prevailing wages and will save the District financial and human resources in prevailing wage enforcement; 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 Council, AFL-CIO and the signatory Craft Councils and Unions signing this Agreement. All of the above-listed entities, which have executed this Agreement, shall be referred to collectively as the "Parties" and individually as a "Party;" and

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

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and, further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) 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 contracts for the Project Work will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

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

WHEREAS, by requiring, as a condition of performing the Project Work, Contractor/Employers to provide training and employment opportunities to local residents registered in apprenticeship programs, the residents of the District, the District and the residents of the District desiring training all benefit.

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

ARTICLE 1. DEFINITIONS

1.1. "Agreement" means this Community Workforce Agreement for the Oxnard Union High School District's for all construction and major rehabilitation and renovation work related to the Projects described in **Appendix A**.

1.2. "Apprentice" shall mean those employees registered and participating in Bona Fide Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.3. "Contractor/Employer(s)", "Contractor(s)", and "Employer(s)" means any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a Construction Services Agreement with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

1.4. "Construction Services Agreement" means a public works contract not excluded in this Agreement which will be awarded and signed by the District and which is necessary to complete Project Work.

1.5. "DSA" means Division of State Architect.

1.6. “Bona Fide Apprenticeship Program” means a Joint Labor/Management Apprenticeship Program approved by the State Division of Apprenticeship Standards that has graduated apprentices annually for at least the past five (5) years.

1.7. “Letter of Assent” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Community Workforce Coordinator and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as **Attachment A**.

1.8. “Community Workforce Coordinator” means the person(s) or business entity(ies) designated by the District to manage, coordinate and administer the implementation of this Agreement.

1.9. “Project” or “Project Work” as used in this Agreement means the District’s construction, repair, upgrade, renovation, modernization, expansion, rehabilitation, and improvement work and new construction projects as more particularly described in Article 3 of this Agreement and are contracted out by the District.

1.10. “Project Manager” means the person(s) or business entity(ies) designated by the District to manage, coordinate and administer all phases of construction on the Project.

1.11. “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

ARTICLE 2. INTENT

2.1. Background: The District’s infrastructure, maintenance, repair, safety enhancements, reconfiguration and new construction funded through Measure “A” will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this work is to provide new construction and major rehabilitation of the District’s facilities so as to provide sufficient facilities and technologies to educate properly the children within the District’s boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftspeople’s, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District’s goal that Project Work be completed on time and within budget.

2.2. Identification and Retention of Skilled Labor and Employment of Local Residents: The infrastructure, maintenance, repair, safety enhancements, reconfiguration and new construction work scheduled to be performed pursuant to Measure “A” will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may

include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of Local Residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those Local Residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Community Workforce Coordinator, the District, the contractors, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

2.3. Encouragement of Local and Small Business: The Project will provide many opportunities for local and small business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the District, the Community Workforce Coordinator, and other organizations retained by the District for the purpose of encouraging and assisting the participation of local and small businesses in Project Work. Specifically, all parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local and small businesses on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of local and small businesses, and residents of the District.

2.4. Parties: The Agreement shall apply and is limited to all Contractors/Employer(s) performing Project Work, the District, the Council and the Unions.

2.5. The District will apply the Agreement as a contract specification to the award of Project Work issued after the date of this Agreement.

2.6 The District shall designate a "Community Workforce Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and, to otherwise implement and administer this Agreement.

ARTICLE 3. SCOPE OF THE AGREEMENT

3.1 General. This Agreement shall apply to work which is contracted out by the District. This Agreement shall apply and is limited to all of the District's Project Work, as

specified in Section 3.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work where such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

3.2 Specific. The Covered Projects are defined and limited to:

3.2.1. All construction and major rehabilitation and renovation work related to the Projects described in **Appendix A** are covered by the terms and conditions of this Agreement; and

3.2.2. It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered.

3.3 Excluded Work. Work excluded from this Agreement includes, but is not limited to the following:

3.3.1 This Agreement shall be limited to Project Work undertaken pursuant to contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern any construction contracts entered into prior to the Effective Date of this Agreement, or after the expiration or termination of the Agreement, except as provided for in Section 21.1. In addition, in the event the District does not receive bona fide bids on otherwise Project Work on or before the deadline for receiving such bids from at least three (3) Responsible Contractors or the lowest responsive and responsible bid on a Project Work is in excess of ten (10%) percent of the engineer's estimate, the District reserves the right to reject all bids and re-advertise the Project with the application of this Agreement; and in the event the District does not receive on the second bid bona fide bids on otherwise Project Work on or before the deadline for receiving such bids from at least three (3) Responsible Contractors or the lowest responsive and responsible bid on a Project Work is in excess of ten (10%) percent of the engineer's estimate on the first re-bid, the District reserves the right to reject all bids and re-advertise the Project without application of this Agreement; and

3.3.2 This Agreement is not intended to and shall not affect or govern the award of contracts by the District, which are outside the approved scope of a Project; and

3.3.3 Items specifically excluded from the scope of the Agreement include the following:

3.3.4 All off-site manufacture, fabrication, off-site inspection and handling of materials, equipment or machinery (except at dedicated staging, lay-down, or storage areas); and

3.3.5 All employees of the District, Community Workforce Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction

managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Agreement. (This inclusion applies to the scope of work defined in the Master Labor Agreement for said craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the Agreement.) Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include Division of State Architect's certified inspectors employed by the District as included under the scope of this Agreement; and

3.3.6 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work which is not within the scope of this Agreement); and

3.3.7 The off-site maintenance of leased equipment and the on-site supervision of such work; and

3.3.8 If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Owner requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, and there are no Union signatory contractors certified or authorized by the manufacturer to install and/or perform such work, then such installation shall not be covered under this Agreement. The Prime Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative; and

3.3.9 Off-site laboratory work for specialty testing; and

3.3.10 Warranty and service work; and

3.3.11 Non-construction support services contracted by the District, Community Workforce Coordinator or Contractor/Employer in connection with a Project.

3.4. Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Project Work if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter

into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

ARTICLE 4. EFFECT OF AGREEMENT

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

4.2. It is agreed that all Employers of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in **Attachment "A"** hereto, prior to the commencement of Project work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of Project work, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

4.3. 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.

4.4. The provisions of this Agreement, including the Master Labor Agreements of the signatory Unions having jurisdiction over the work on a Project, as such may be changed from time-to-time and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at a Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreement, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreement and not covered by this Agreement, the provisions of the Master Labor Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreement for

determining the wages, hours of working conditions of employees on Project Work shall be resolved under the procedures established in Article 14.

4.5. It is understood that this Agreement, together with the Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor/Employer will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor/Employer may be required to sign an uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor/Employer beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor/Employer to have each of its subcontractors sign the Participation Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

4.6. This Agreement shall be limited to the construction work within the scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 3.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by the District employees or contracted for by the District for its own account, on its property or in and around a Project site.

4.7. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Community Workforce Coordinator and/or any Contractor(s).

4.8. As areas of the Project Work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the District.

4.9. The District has the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union Parties, provided only that such Contractor is willing, ready and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

ARTICLE 5. WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1. During the life of this Agreement, the Unions, their members, their agents, their

representatives, and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other work stoppage or other protest of any kind for any cause whatsoever with respect to a Project; and there shall be no lockout by Contractor or any Employer. It is expressly agreed that any such action is in violation of this Agreement.

5.2. In the event of a violation of Section 5.1, any Contractor/Employer shall be entitled to discharge and replace any employee violating Section 5.1 above and any such employee will not be eligible for rehire under this Agreement. In addition, the Contractor or Employer may seek relief in court (and shall not be limited to the remedy provided in Article 13), specifically including injunctive relief, to restrain any such action on the part of the Union(s), and any of its agents, representatives, or employees.

5.3. The Parties agree that Project delays caused by violations of this Article may cause damages to a Party. They agreed that it would be impractical or extremely difficult to fix the amount of such damages.

Therefore, the Parties agree that, should the District file a grievance against one of the Signatory Unions for violation of Section 5.1 of this Agreement, or a Union files a grievance against a Contractor for violation of Section 5.1 of this Agreement and such grievance goes to arbitration under Article 13 of this Agreement, if the arbitrator determines that a work stoppage has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the District, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than five thousand dollars (\$5,000) per shift, nor more than twenty thousand dollars (\$20,000) per shift.

ARTICLE 6. PRECONSTRUCTION CONFERENCE

6.1. Each Prime Contractor will conduct a pre-job conference with the Unions not later than ten (10) calendar days prior to commencing work for each stage of the Project prior to commencing work thereon. Each Contractor conducting a pre-job shall notify the Council and all subcontractors of all tiers, who shall participate in such conferences, seven (7) days in advance of all such conferences. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Council, the Community Workforce Coordinator, and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Community Workforce Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and to the Community Workforce Coordinator.

ARTICLE 7. NO DISCRIMINATION

7.1. The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, religion, gender, membership in a labor organization, political affiliation, marital status, color, creed, national origin, ancestry, age, sex, sexual orientation, political affiliation, marital status or disability or any other basis made illegal by law against any employee, or applicant for employment, on a Project.

ARTICLE 8. UNION SECURITY AND STEWARDS

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

8.2. No employee covered by this Agreement shall be required to join any Union as a condition of being first employed on a Project. All employees who are employed by the Contractor/Employer(s) on a Project shall, however, as a condition of employment, on or before the eighth (8th) day of consecutive or cumulative employment on the Construction Services Agreement subject to this Agreement, be responsible for the payment of the applicable monthly window dues and working dues uniformly required for union membership in the local union which is signatory to this Agreement. Any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.

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

8.4. Stewards:

8.4.1 Each signatory Union shall have the right to dispatch a working journey person as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

8.4.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

8.4.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

8.4.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

8.5. Steward Layoff/Discharge: The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

ARTICLE 9. REFERRAL

9.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

9.2 Referral Procedure:

9.2.1 For signatory Unions not having a job referral system contained in an MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and

regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

9.2.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Community Workforce Coordinator and others designated by the District, to identify and refer competent craft persons, as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

9.2.3 The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

9.3 Employment of District Residents:

9.3.1 The Unions and Employers agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft "Local Residents" as defined herein, to fulfill the requirements of the Employers. In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project, the parties agree to support the hiring of workers from the residents of these surrounding areas. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers residing, first, in those first-tier zip codes which overlap the District service area, as reflected on the attached list of zip codes on **Attachment B**, as well as Eligible Veterans, and successful graduates of MC3 apprenticeship readiness programs approved by the Council, regardless of where they reside. If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the first-tier zip codes and Eligible Veterans, the Unions will exert their best efforts to then recruit and identify for referral Local Residents, second, residing within a ten (10) mile radius of the District's headquarters, as reflected on the attached list of zip codes on **Attachment B**. If the Unions still have not provided the Employers in the attainment of a sufficient number of Local Residents, the Unions will then exert their best efforts to recruit and identify for referral Local Residents, third, residing within the remainder of the County of Ventura. Residents residing within any of these three (3) areas, as well as Eligible Veterans and successful graduates of MC3 apprenticeship readiness programs approved by the Council, regardless of where they reside, shall be referred to as Local Residents.

9.3.2 A goal of 51% of the total work hours performed on the Project shall be from Local Residents described in section 9.3.1, above. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment “C.”**

9.3.3 The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued

9.4 Helmets to Hardhats: The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

9.5 Core Employees:

9.5.1 Except as otherwise provided in a Master Labor Agreement to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 9.2.1. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an Employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors who are not directly signatory to a current Master Labor Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the

referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

9.5.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; and who are Local Residents.

9.5.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Community Workforce Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Community Workforce Coordinator and the Council.

9.5.4 Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

9.6 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, before beginning any Project work.

9.7 Lack of Referral Procedure: If a signatory local Union does not have a job referral system as set forth in Section 8.2 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired and such applicants shall register with the appropriate hiring hall, if any, before beginning any Project work.

9.8 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

9.9 District Security Requirements: The Parties are aware of the District's policy that Contractors and other employers shall not employ a person who would not be eligible for employment by the District under California Education Code, Section 45123. All persons

working on Project Work, including all employees hired by a Contractor (or referred by a Signatory Union) to work on Project Work, shall be required to comply with all criminal background check certification requirements and policies of District for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who is otherwise determined to be disqualified from participating in Project Work because of a disqualifying conviction. Similarly, District may ban or order the immediate removal of any person disqualified from working in the presence of, or in close proximity to, minors.

ARTICLE 10. WAGES AND BENEFITS

10.1. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractor/Employer(s) at the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. Contractor/Employer(s) who are signatory to the Master Labor Agreements with the Signatory Unions shall pay all wages set forth in those Master Labor Agreements. All Contractor/Employer(s) agree to pay contributions to the established fringe benefit funds for each hour worked on a Project in the amounts designated in the Master Labor Agreements of the appropriate local. The Contractor/Employer(s) shall be required to pay contributions to the applicable trust funds provided, however, that the Contractor(s) and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds) shall be included in this requirement and required to be paid by the Contractor(s) on the Project or in amounts that are higher than the applicable prevailing wage determination to satisfy their obligation under this Article except that Contractor/Employer(s) who are signatory to Master Labor Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.

10.2. By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust agreements, as described in Section 10.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds. The Contractor authorizes the Parties to such trust funds 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.

10.3. Each Contractor/Employer(s) and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any Contractor/Employer(s) who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

10.4. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

10.5. The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in Project Work.

ARTICLE 11. COMPLIANCE

11.1 It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of this Agreement referred to in Article 10. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent trust fund contributions from Contractor/Employers on a Project.

ARTICLE 12. JOINT ADMINISTRATIVE COMMITTEE

12.1 The Parties to this Agreement may establish a six (6) person Joint Administrative Committee. The Joint Administrative Committee shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2 The Joint Administrative Committee shall meet as requested by the parties to this Agreement to review the implementation of this Agreement and the progress of a Project.

12.3 Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting by the Community Workforce Coordinator. The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed.

ARTICLE 13. GRIEVANCE AND ARBITRATION PROCEDURE

13.1 Any questions arising out of and during the term of this Agreement involving its meaning, interpretation and application, which includes applicable provisions of the Master Labor Agreements, but not jurisdictional disputes under Article 14, shall be considered a grievance and subject to resolution under the following procedures.

13.2 Grievances shall be settled according to the following procedures:

Step 1: Employee Grievances: When any employee subject to the provisions of this Agreement is aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the

occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances: Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

Step 2: The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Community Workforce Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3: If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Community Workforce Coordinator (with copy(ies) to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Louis Zigman; (2) Sara Adler; (3) Fredric Horowitz; (4) Edna Francis; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties.

Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

ARTICLE 14. JURISDICTIONAL DISPUTES

14.1 The assignment of work covered by this Agreement will be solely the responsibility of the Contractor/Employer performing the work involved; and such work

assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on a Project between or among the Building and Construction Trades Unions and the Contractor/Employers, and/or parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Union parties to this Agreement.

14.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters 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 Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

ARTICLE 15. MANAGEMENT RIGHTS

15.1 The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by a specific provision of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

15.1.1 Plan, direct and control operations of all work;

15.1.2 Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

15.1.3 Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

15.1.4 Discharge, suspend or discipline their own employees for just cause;

15.1.5 Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

15.1.6 Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

15.2 Specific District Rights: In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contractor Administrator on its behalf) include but are not limited to the right to:

15.2.1 Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

15.2.2 Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at particular locations;

15.2.3 At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Community Workforce Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of the applicable MLA);

15.2.4 Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

15.2.5 Investigate and process complaints, through its Community Workforce Coordinator, in the matter set forth in Articles 6 and 10.

15.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

15.4 Special Equipment, Warranties and Guaranties:

15.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install this equipment without incident, subject to the provisions of Section 3.3.8. The use of this provision requires written permission by District. The District will provide the request to the Council.

15.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

15.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 13.

ARTICLE 16. SAVINGS CLAUSE

16.1 It is not the intention of the District, the Community Workforce Coordinator, Contractor/Employer(s) or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

16.2 The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily

or permanently in delay of the bidding, awarding and/or construction on a Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force on covered Project Work to the maximum extent legally possible.

ARTICLE 17. APPRENTICES

17.1 The Parties recognize the abundance of construction activity currently underway and upcoming for the duration of this Agreement. In order to ensure a sufficient supply of qualified and skilled craft labor for Project Work, the Unions, Contractors and Project Labor Coordinator will exert their best efforts to recruit and identify Local Residents and Veterans and to assist these individuals in qualifying and becoming eligible for joint labor-management apprenticeship programs. The Project Labor Coordinator will work with the Unions and Contractors to partner and cooperate with joint labor-management apprenticeship readiness programs utilizing the Council's Multi-Craft Core Curriculum (MC3). The unions agree to give preferential entry to their affiliated State-approved joint labor-management apprenticeship programs for successful graduates of the Oxnard Union High School District's MC3 apprenticeship readiness program, as approved by the Council.

17.2 The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded through Measure "A." To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Bona Fide Joint Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Community Workforce Coordinator, other District consultants, and the Council, will work cooperatively to identify effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal apprenticeship programs maintained by the signatory Unions.

17.3 Unless otherwise required by law apprentices used on the Project under this Agreement shall be registered in a Bona Fide Joint Labor/Management Apprenticeship Program approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower maximum percentage.

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

17.5 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

17.6 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the

California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

17.7 Any Party alleging a violation of this Section may file a grievance under Article 13, Grievance Procedure, commencing with Step 1 of the procedure, notwithstanding any limitations included therein.

ARTICLE 18. MISCELLANEOUS PROVISIONS

18.1 Integration. This Agreement is intended by the parties to this Agreement as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

18.2 No Representations or Warranties. Each of the parties to this Agreement acknowledge that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty.

18.3 Expiration of Master Labor Agreements. If the Master Labor Agreements expire during the term of a Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 5.1 of this agreement. Terms and conditions of employment established and set at the time of bid shall remain established and set. Each of the Unions with a contract expiring must offer to continue working on a Project under all the terms of the expiring contract. Contractor/Employer(s) who are signatory to Master Labor Agreements, with their respective trades, shall pay all wages and benefits set forth in the new Master Labor Agreement.

18.4 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Community Workforce Coordinator and/or any Contractor.

18.5 The Parties to this Agreement adopt the Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment D**, and which shall be the policy and procedure utilized under this Agreement.

18.6 Prevailing Wage Compliance: The Council or Union shall refer all complaints regarding any potential prevailing wage violation as a grievance under Article 13 of this Agreement or refer such complaints to the State Labor Commissioner. It is understood that this section does not restrict any individual rights as established under the State Labor Code,

including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

18.7 Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

18.8 Interpretation. Each of the parties to this Agreement acknowledge and agree that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the parties to this Agreement as draftsman or otherwise.

18.9 Forum. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Ventura in accordance with the procedures set forth in this Agreement.

18.10 Choice of Law. This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America.

18.11 No Attorney's Fees. No party to this Agreement shall be entitled to recover an award of attorney's fees or costs with respect to any action or proceeding seeking relief under this Agreement.

18.12 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

18.13 Waiver. A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

18.14 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.

18.15 Any party shall notify the other in writing of any change in the person or address for the purpose of service of notices.

18.16 Ratification by the Board of Trustees. This Agreement shall not be binding on the District until the Board of Trustees, at a publicly noticed Board of Trustees meeting, ratifies it.

ARTICLE 19. WORK OPPORTUNITIES PROGRAM

19.1 The Parties to this Agreement support the development of increased numbers of

skilled construction workers from among Area Residents to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

19.1.1. Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

19.1.2. Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

19.1.3. Participate in District based job fairs, career days and outreach events; and

19.1.4. Provide speakers to speak at District programs and Academies as requested; and

19.1.5. Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

19.1.6. Allow tours of their JACs as requested; and

19.1.7. Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

19.1.8. Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry; and

19.1.9. The Council will organize, in coordination with the District, orientations at least once a quarter for local contractors regarding this Agreement; and

19.1.10. The Council will work with its affiliated Unions to inform local signatory contractors of the opportunities to bid on Projects under this Agreement.

ARTICLE 20. DURATION OF THE AGREEMENT

20.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of five (5) years or until all Project Work to be performed under this Agreement has been completed, whichever occurs first. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

20.2 This Agreement may be extended by mutual consent of the District and the Unions for such further periods as the Parties shall agree to, or for the performance of further construction work which may be added to this Agreement, as set forth in Section 3.2.2 above.

20.3 Turnover and Final Acceptance of Completed Work:

20.3.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

20.3.2 Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to 20.3.1, above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Community Workforce Coordinator.

ARTICLE 21. LEGAL ACTION

21.1 The District, Council and Unions recognize the substantial legal costs (including all attorneys' fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the District of this Agreement, and related claims directly challenging the legality of this Agreement, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of the Agreement. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of the Agreement will constitute a material breach of this Agreement. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the District's

counsel, at the Council's own expense, regarding how the Council can best support the District's legal position.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of _____, 2019.

Oxnard Union High School District:

By: P. DeLeon
Dr. Penelope DeLeon, Superintendent

Date: June 26, 2019

Tri Counties Building & Construction Trades Council:

By: Tony Skinner
Tony Skinner

Date: JUNE 26, 2019

UNION SIGNATORIES:

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 952) _____
- Elevator Constructors (Local 18) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 585) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 _____
- Pipe Trades (Local 484) _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Sprinkler Fitters Local 669) _____
- Plasterers (Local 200) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 104) _____
- Teamsters (Local 186) _____
- Southwest Regional Council of Carpenters _____

Ronald J. Siboni
Dan Hawn
[Signature]
Mark Beckett

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5)

Eddy Pena

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 600)

Electricians (Local 952)

Elevator Constructors (Local 18)

Iron Workers (Reinforced – Local 416)

Robert A. Alexander
Martin C. Reynolds

Iron Workers (Structural – Local 433)

Laborers (Local 585)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 484)

Pipe Trades (Local 345)

Pipe Trades (Sprinkler Fitters Local 669)

Plasterers (Local 200)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 104)

Teamsters (Local 186)

Southwest Regional Council of Carpenters

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 600)

Electricians (Local 952)

Elevator Constructors (Local 18)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 585)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 484)

Pipe Trades (Local 345)

Pipe Trades (Sprinkler Fitters Local 669)

Plasterers (Local 200)

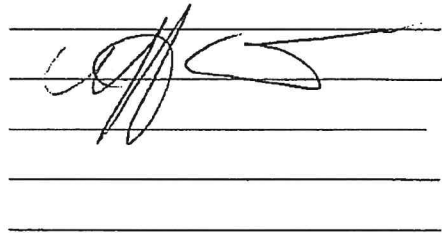
Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 104)



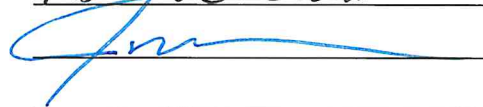

Teamsters (Local 186)

Southwest Regional Council of Carpenters

Oscar Davila AM 6-5-19



UNION SIGNATORIES:

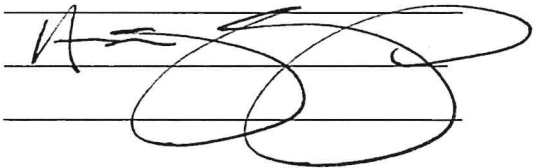
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Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	
Cement Masons (Local 600)	
Electricians (Local 952)	
Elevator Constructors (Local 18)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Laborers (Local 585)	_____
Operating Engineers (Local 12)	_____
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Painters & Allied Trades DC 36	_____
Pipe Trades (Local 484)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Sprinkler Fitters Local 669)	_____
Plasterers (Local 200)	_____
Roofers & Waterproofers (Local 36)	
Sheet Metal Workers (Local 104)	_____
Teamsters (Local 186)	_____
Southwest Regional Council of Carpenters	_____

UNION SIGNATORIES:

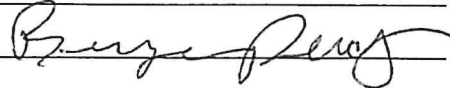
- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 952) _____
- Elevator Constructors (Local 18) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 585) _____
- Operating Engineers (Local 12) _____
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- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 *Mark Barrett* _____
- Pipe Trades (Local 484) _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Sprinkler Fitters Local 669) _____
- Plasterers (Local 200) _____
- Roofers & Waterproofers (Local 36) _____
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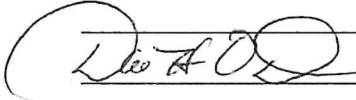
A large, stylized handwritten signature in black ink is written across the signature lines for 'Elevator Constructors (Local 18)' and 'Iron Workers (Reinforced – Local 416)'. The signature is highly cursive and loops around the lines.

UNION SIGNATORIES:

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 952) _____
- Elevator Constructors (Local 18) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 585) _____
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- Pipe Trades (Local 484) _____
- Pipe Trades (Local 345) _____ 
- Pipe Trades (Sprinkler Fitters Local 669) _____
- Plasterers (Local 200) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 104) _____
- Teamsters (Local 186) _____
- Southwest Regional Council of Carpenters _____

UNION SIGNATORIES:

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
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- Iron Workers (Structural – Local 433) _____
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- Pipe Trades (Local 484) _____
- Pipe Trades (Local 345) _____
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- Plasterers (Local 200) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 104) _____
- Teamsters (Local 186) _____
- Southwest Regional Council of Carpenters _____

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UNION SIGNATORIES:

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 952) _____
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- Sheet Metal Workers (Local 104) _____
- Teamsters (Local 186) _____
- Southwest Regional Council of Carpenters _____

Robert Padilla

UNION SIGNATORIES:

Asbestos Heat & Frost Insulators (Local 5) _____
Boilermakers (Local 92) _____
Bricklayers & Allied Craftworkers (Local 4) _____
Cement Masons (Local 600) _____
Electricians (Local 952) _____
Elevator Constructors (Local 18) _____
Iron Workers (Reinforced – Local 416) _____
Iron Workers (Structural – Local 433) _____
Laborers (Local 585) _____
Operating Engineers (Local 12) _____
Operating Engineers (Local 12) _____
Operating Engineers (Local 12) _____
Painters & Allied Trades DC 36 _____
Pipe Trades (Local 484) _____
Pipe Trades (Local 345) _____
Pipe Trades (Sprinkler Fitters Local 669) _____
Plasterers (Local 200) _____
Roofers & Waterproofers (Local 36) _____
Sheet Metal Workers (Local 104) _____
Teamsters (Local 186) _____
Southwest Regional Council of Carpenters _____



UNION SIGNATORIES:

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 952) _____
- Elevator Constructors (Local 18) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 585) _____ *Anthony Mbele*
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 _____
- Pipe Trades (Local 484) _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Sprinkler Fitters Local 669) _____
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- Southwest Regional Council of Carpenters _____

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- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 104) _____
- Teamsters (Local 186) _____
- Southwest Regional Council of Carpenters _____

[Handwritten Signature] 5/28/19.

UNION SIGNATORIES:

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 952) _____
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- Iron Workers (Structural – Local 433) _____
- Laborers (Local 585) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 _____
- Pipe Trades (Local 484) M.C.S.B.I. _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Sprinkler Fitters Local 669) _____
- Plasterers (Local 200) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 104) _____
- Teamsters (Local 186) _____
- Southwest Regional Council of Carpenters _____

**ATTACHMENT A
LETTER OF ASSENT**

To be signed by all contractors and subcontractors awarded Project Work

[Contractor's Letterhead]

General Contractor

1234 address

City, state, zip code

Attn: _____

Re: Community Workforce Agreement for the Oxnard Union High School
District for Construction Work funded through Measure "A"
Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Oxnard Union High School District Community Workforce Agreement effective _____, 2019, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

**ATTACHMENT B
LOCAL RESIDENT AREA ZIP CODES**

First Tier

93010	93033	93042
93012	93034	93043
93030	93035	93044
93031	93036	93066
93032	93041	

Second Tier

93001	93004	93007
93002	93005	93009
93003	93006	93011

Third Tier

The remaining zip codes in Ventura County

**ATTACHMENT C
OXNARD UNION HIGH SCHOOL DISTRICT CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Oxnard Union High School District Community Workforce Agreement establishes a goal that 51% of the total work hours on the Project shall be performed by qualified workers residing, first, in those first-tier zip codes which overlap the District service area, as reflected on the attached list of zip codes on Attachment B, as well as Veterans, and successful graduates of MC3 apprenticeship readiness programs approved by the Council, regardless of where they reside. If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the first-tier zip codes and Eligible Veterans, and successful graduates of MC3 apprenticeship readiness programs approved by the Council, the Unions will exert their best efforts to then recruit and identify for referral Local Residents, second, residing within a ten (10) mile radius of the District's headquarters, as reflected on the attached list of zip codes on Attachment B. If the Unions still have not provided the Employers in the attainment of a sufficient number of Local Residents, the Unions will then exert their best efforts to recruit and identify for referral Local Residents, third, residing within the remainder of the County of Ventura. Residents residing within any of these three (3) areas, as well as Eligible Veterans, and successful graduates of MC3 apprenticeship readiness programs approved by the Council, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: Community Workforce Coordinator
From: Company: _____ **Issued By:** _____
Contact Phone: () _____ **Contact Fax:** () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes ____	No ____
APPRENTICE	Yes ____	No ____
LOCAL RESIDENT	Yes ____	No ____
VETERAN	Yes ____	No ____
GRADUATES OF MC3 PROGRAM	Yes ____	No ____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes ____	No ____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
TRI COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL
APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("Agreement").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the Agreement. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the Agreement, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit

employee, touch or handle urine specimen, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

c. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

d. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the Agreement.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse

programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Attachment D shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION
ATTACHMENT D
CUTOFF LEVELS

SCREENING DRUG	SCREENING METHOD	CONFIRMATION LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* NTDA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay
CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

**APPENDIX A
PROJECT LIST (ATTACHED)**



OXNARD UNION HIGH SCHOOL DISTRICT

Oxnard Union High School District

2018 Facility Needs Analysis

Measure A Project List

March 14, 2018

Adolfo Camarillo High School

2018 Facility Needs Project List

Estimated Projects Total: \$61,641,754

Measure A Estimated Funding: \$46,491,838

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Ag. Building Addition (potential CTE grant)
Athletic Field Renovation- Artificial Turf at Stadium
Cafeteria Storage Addition
Electrical Infrastructure
Gym Modernization
HVAC-Air Conditioning Projects - New Throughout
I Wing - Renovate Activity Room
I Wing - Renovate Woodshop into Maker Space (potential CTE grant)
Lighting in Quad
Little Theater Renovation
Music Building Acoustics
New Window Coverings
PA System/Intercom Outside Speakers
Parking Lot Pick-up, Drop-off, Flow & Safety
Plumbing - Replace Field Septic System
Relocate IT Office
Renovate Admin. Building Entry
Replace Finishes at Library
Replace Portable Classrooms-AG, T3, and T4 wings only (eligible for state funds 2018)
Roofing Replacement
Security Improvements
Site Drainage Improvements
Small PAC
Snack Shack - New Building
Stadium Lighting Replacement

Channel Islands High School 2018 Facility Needs Project List

Estimated Projects Total: \$56,861,947

Measure A Estimated Funding: \$41,876,704

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Administration Building Entry Renovation
Athletic Field Renovation- Artificial Turf at Stadium
Cafeteria and Lunch Shelter Renovation
Classrom Door Lock-Blok Retrofit
Computer Lab Exiting Renovations
Conex Boxes Relocation
Electrical Infrastructure Upgrades
Elevator Tower Repair
Field Entrance & Ticket Booth Improvements
Field Restrooms & Snack Bar Renovation
Gym Modernization (Roof, ventilation, bleachers, flooring for gym proper)
HVAC-Air Conditioning Projects
Lighting in Quad
Maintenance Building Security
Misc. Repairs in N and T wings
New Pool and Aquatics Center
New Window Coverings
Renovate Woodshop into Maker Space (potential CTE grant)
Repairs at 2-story Classrooms
Replace Asphalt Paving in Parking Lots
Replace Locker Room Windows
Replace Portable Classrooms
Roofing Repair at Classrooms
Security Improvements
Site Drainage Improvements
Small PAC
Tennis Court Replacement
Upgrade Fire Alarm System (main control panel outdated)

Frontier High School

2018 Facility Needs Project List

Estimated Projects Total: \$10,790,000

Measure A Estimated Funding: \$2,396,000

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Administration Building Modernization

Lunch Room Code Compliance Renovation

Miscellaneous Site Improvements

Modernization-Classrooms #12-#20

Multi- Purpose Room

New Library Building

New Lunch shelter

New Restroom Building

Parking Lot Path of Travel

Replace Roofing & Gutters

Security Improvements

Weight Room Floor Retrofit

Hueneme High School 2018 Facility Needs Project List

Estimated Projects Total:

\$57,264,205

Measure A Estimated Funding:

\$43,267,000

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Administration Building Entry Renovation (better security up front)

Athletic Field Renovation- Artificial Turf at Stadium

Cafeteria Kitchen Renovation (heavily used facility, outdated, need additional service capabilities)

Classroom Door Lock-Blok Retrofit (standardize lock-down hardware)

Conex Boxes Relocation (locations don't comply with DSA regulations)

Electrical - Replace Equipment at D wing (staff occupational hazard)

Electrical Infrastructure Upgrades

Field Entrance and Ticket Booth Improvements

Gym Modernization (Roof, ventilation, bleachers, flooring for gym proper)

H wing Renovation (improvements done without DSA approval)

HVAC-Air Conditioning Projects

Locker Rooms Ventilation and Misc. Repairs (slippage on floor, showers used as storage)

Maintenance Building Security

Misc. Repairs in Q and R wings

Multi-Purpose Facility

New Window Coverings

Renovate Old Home Ec. Classrooms into Culinary Arts Program

Renovate Old Shops into Maker Space - H wing

Replace Asphalt Paving in Parking Lots

Replace Finishes in Music Building

Replace Portable Classrooms-O, Q, and U5 wings (eligible for state funds 2018)

Security Improvements

Site Fencing Replacement (fence failing in multiple locations)

Tennis Court Replacement (tripping hazards, failing fencing)

Oxnard Adult School 2018 Facility Needs Project List

Estimated Projects Total: \$2,570,000

Measure A Estimated Funding: \$2,570,000

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

ADA Site Improvements

Electrical Repairs

Existing Restroom Renovation

Fire Alarm Upgrades

HVAC-Air Conditioning Projects

New Restroom Building

Original Permanent Building Modernization (Plumbing, Flooring, Paint, Lighting, Technology, etc.)

Roofing Replacement

Security Improvements

Site Bollard Additions

Oxnard Growth High School #8 2018 Facility Needs Project List

Estimated Projects Total: \$189,460,494

Measure A Estimated Funding: \$105,412,055

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Site Acquisition

Other Site Acquisition Costs

Construction Costs - Hard Costs

Construction Costs - Soft Costs

Oxnard High School 2018 Facility Needs Project List

Estimated Projects Total: \$34,028,424

Measure A Estimated Funding: \$17,067,105

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Athletic Field Renovation- Artificial Turf at Stadium

HVAC-Air Conditioning Projects

Modernization Throughout Campus (scope TBD) (eligible for state funds 2018)

Electrical

Plumbing

Technology Upgrades

Classroom Renovations

Other Modernization Projects (i.e. lighting, security, paint)

Parking Lot Pick-up, Drop-off, Flow & Safety

Pool Deck Replacement & Upgrades

Quad Improvements & New Lunch Shelter(s)

Replace Portable Classrooms (eligible for state funds 2018)

Security Improvements

Pacifica High School

2018 Facility Needs Project List

Estimated Projects Total: \$22,586,687

Measure A Estimated Funding: \$21,598,649

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Administration Building Repairs

Athletic Field Renovation- Artificial Turf at Stadium

Carpeting - Replace Throughout with VCT

Conex Boxes Relocation

Faculty Dining Renovation

Gym Repair

Gym Roof Access

HVAC-Air Conditioning Projects

Landscape Replacement

Lighting in Quad

Maintenance Building Security

Multi-Purpose Room Minor Modifications

New Pool and Aquatic Center

Parking Lot Pick-up, Drop-off, Flow & Safety

Performing Arts Center Repairs

Repair Windows and Replace Coverings

Roofing and Skylights Repair

Security Improvements & Campus Entry Security Addition

Wall Coverings - Replace Throughout Classroom Buildings

Rancho Campana High School 2018 Facility Needs Project List

Estimated Projects Total: \$7,260,538

Measure A Estimated Funding: \$7,260,538

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

HVAC-Air Conditioning Projects- New Throughout (AC only)

Maintenance Building Office and Restroom Improvements Security

Improvements

Skylight Shades in Classrooms

Rio Mesa High School 2018 Facility Needs Project List

Estimated Projects Total: \$55,419,586

Measure A Estimated Funding: \$47,679,955

** Projects are listed in alphabetic order and are to be completed as funding and phasing permit.*

Athletic Field Renovation- Artificial Turf at Stadium

Cafeteria Kitchen Miscellaneous Renovations

Electrical Infrastructure Upgrades

HVAC-Air Conditioning Projects

Landscape Renovation at Front of School

Misc. Repairs in A and K Wings (Plumbing, Flooring, Paint, Lighting, Technology, etc.)

Modernization-D, L, M, N, R, and U wings (Plumbing, Flooring, Paint, Lighting, Technology, etc.)

New Restrooms

New Window Coverings

Parking Lot Pick-up, Drop-off, Flow & Safety

Phase 1 Modernization-Gym (Roof, ventilation, bleachers, flooring for gym proper)

Renovate Field Restrooms and Snack Bar

Replace Relocatable Classrooms except R wing offices

Security Improvements

Site Drainage Improvements

Small PAC

Special Ed Classroom Renovations

Stadium Modernization