

COLLEGE OF

MARIN

BOARD OF TRUSTEES
REGULAR MEETING AGENDA

JULY 24, 2007

COLLEGE OF
MARIN

**Board of Trustees Regular Meeting Agenda
July 24, 2007
Internet Café, Indian Valley Campus**

The Board shall act on posted items and shall not deliberate items that are not on the posted agenda. Persons desiring to address the Board may fill out a card and give it to the Recording Secretary.

In compliance with the Americans with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact Bob Balestreri at 485-9414. Notification at least 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to the Board meeting.

If you wish to speak, complete card available at entrance, give card to recording secretary, get recognition from the Chair. Persons desiring to address the Board on items not on the agenda may speak under item number "C.3" on the agenda. Public comment presentations will be limited to no more than 3 minutes each.

A. Board Study Session – 4:30 p.m. in the Internet Café, Indian Valley Campus

- 1. Call to Order, Roll Call and Adoption of Agenda**
- 2. Public comments on Agenda Items**
- 3. Board Modernization Workshop**
 - **PSA Study: 4:30 – 6:00**
 - *Chabot-Los Positas PSA (sample for study)*
 - *Confidential legal opinion from Miller Brown & Dannis on labor preferences*
 - **Followup to Issues with IVC Main Building: 6:00 – 7:00**
 - **Foundation Questions**
 - **Feature Selection**
 - **Funding Sources for Additional Foundation Cost**
 - **Window Options**
 - **Process Changes: 7:00 – 7:15**
 - **Criteria for Allocation of Reserves: 7:15 – 7:45**

REGULAR MEETING AGENDA
Deedy Staff Lounge, Kentfield Campus – 7:45 p.m.

4. **Other Action Items (15 minutes)**
The Superintendent/President recommends that the Board of Trustees approve the following Action Items:
 - A. **Advance Approval for Summer 2007 Bond Projects**
5. **Adjournment**

PROJECT STABILIZATION AGREEMENT

for the

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

PREAMBLE

This Agreement is made and entered into on this date March 22, 2007, by and between the Chabot-Las Positas Community College District ("District") together with other contractors and/or subcontractors, including construction building material delivery truckers, trucking companies and trucking brokers, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Exhibit A), ("Contractor(s)"), the Alameda County Building and Construction Trades Council and the Local Unions signatory hereto, all in their behalf and in behalf of the various Local Unions involved, ("Union(s)").

Recitals

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

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

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

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

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

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

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

WHEREAS, the parties desire to mutually establish and stabilize wages, hours and working conditions for the employees employed on the Project by the Contractors, and

further to encourage close cooperation to achieve a satisfactory, continuous and harmonious relationship between the parties to this Agreement;

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

ARTICLE 1

PURPOSE

- 1.1 The purposes of this Agreement are to promote efficient construction operations on the Project, to insure an adequate supply of skilled craftspeople and to provide for peaceful, efficient and binding procedure for settling labor disputes. In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to assure high quality construction, to ensure an uninterrupted construction project, and to secure optimum productivity, on-schedule performance and District satisfaction.
- 1.2 It is the intent of the parties to set out uniform and fair working conditions for the efficient completion of the Project, maintain harmonious labor/management relations and eliminate strikes, lockouts and other delays.
- 1.3 It is in the interest of the parties to this Agreement to utilize resources available in the local area, including those provided by minority and women-owned enterprises. To that end, the parties to this Agreement will exert their best efforts to hire local residents and utilize the products and services of Alameda County businesses, especially those owned by minorities and women.

ARTICLE 2

SCOPE OF AGREEMENT

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

Agreement and as to which classification a prevailing wage determination has been published.

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

governmental bodies, or their contractor, or by public utilities or their contractors, and/or by the District or its contractors (for work which is not part of the scope of this Agreement);

- (d) Off-site maintenance of leased equipment and on-site supervision of such work;
 - (e) Non-construction support services contracted by the District or any Contractor in connection with this Project; and
 - (f) All work by employees of the District.
- 2.10 It is the legal obligation of the owner to obtain the most competitive bids while maintaining the conditions of this agreement. To ensure that a competitive bid is received from a range of general contractors, the local trade council shall assist the owner in soliciting interested parties in bidding on the project(s). Additionally, the owner recognizes that multiple subcontractor quotations of bid ensure the most competitive overall bid. The local trades councils shall assist the owner in encouraging and soliciting local and other subcontractors in bidding to interested general contractors. In the event the project bids over the estimated value of the project, or if fewer than three (3) general contractors bid on the project(s), the owner reserves the right, without reservation, to reject all bids and re-bid the project.

ARTICLE 3

SUBCONTRACTS

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

mix, asphalt, aggregate, sand or other fill material which are directly incorporated into the construction process as well as the off-hauling of debris and excess fill material and/or mud shall be covered by the terms and conditions of this Agreement.

- 3.4 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.
- 3.5 Each Contractor(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first. Such notice shall specify the name and address of the subcontractor. Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those subcontractors listed at the Pre-Job only.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

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

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 During the life of this Agreement, the Union(s) and its members, agents, representatives and employees shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, wobble, sympathy strike, picketing or other work stoppage or handbilling of any nature whatsoever, for any cause whatsoever, or any other type of interference of any kind, coercive or otherwise, and it is expressly agreed that any such action is a violation of this Agreement.

5.1.1 Withholding employees for failure of a Contractor(s) to tender trust fund contributions as required in accordance with Article 16 and/or for failure to meet its weekly payroll is not a violation of this Article 5; however, the Union shall give the affected Contractor and the Coordinator written notice seventy-two (72) hours prior to the withholding of employees.

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

5.1.2 Expiration of Local and Other Applicable Agreements. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. If a Master Agreement between a Contractor/Employer and the Union expires before the Contractor/Employer completes the performance of a construction contract

and the Union or Contractor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike or withhold labor from the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contract Employer. If the Union and employers agree to an interim agreement that will apply until a new Master Agreement is reached, then, at the Contractor's option, the Contractor/Employer may work under the terms of the interim agreement until a new or modified Master Agreement is reached between the Union and Contract Employer. If the new or modified Master Agreement reached between the Union and Contractor/Employer provides that any terms of compensation of the Master Agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified Master Agreement to its effective date which is applicable to employees employed on a project within seven (7) days after notification by the Union.

- 5.2 In consideration of the foregoing, the Contractor(s) shall not incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by the Contractor(s) for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include the District's or Contractors' decision to terminate or suspend work on the site or any portion thereof for any reason.
- 5.3 Any employee or employees inciting, encouraging or participating in any strike, slowdown, picketing, sympathy strike or other activity in violation of this Agreement is subject to immediate discharge and the procedure of Article 11, if invoked.
- 5.4 Upon written facsimile or telegraphic notice of a violation to the Local and International Union(s) offices, the Union(s) and its officers shall take immediate action and will use its (their) best efforts to prevent, end or avert any such aforementioned activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. The Contractor(s) shall have the right, in the event of a work stoppage by the Union(s) to replace the employees represented by the Union(s) in violation of this Agreement until the Union(s) effects the return to work of such employees. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 5.

- 5.5 Any party to this Agreement may institute the following binding arbitration procedure when such a breach is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.
- 5.5.1 The party invoking this procedure shall immediately notify **Gerald McKay** who the parties agree shall be the permanent Arbitrator under this procedure. **Thomas Angelo** shall serve as the alternate in the event that the permanent Arbitrator is unavailable at any time. Notice to the Arbitrator shall be by the most expeditious means available, with notice by facsimile, telegraph or similar means to the party alleged to be in violation and the involved Union General President.
- 5.5.2 Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.
- 5.5.3 The Arbitrator shall notify the parties by facsimile, telegram or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.
- 5.5.4 The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Article and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.
- 5.5.5 The award shall be final, binding and non-reviewable as to the merits. A judgment of any court of competent jurisdiction shall be entered upon the award, which may be enforced by any such court, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Facsimile, telegraphic or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.5.4 of the Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
- 5.5.6 Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

- 5.5.7 The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne equally by the parties.
- 5.5.8 The procedures contained in Section 5.4 shall be applicable only to alleged violations of this Article. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Article 11.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan or, where a local or regional written agreement exists as to jurisdictional assignments, pursuant to such local or regional agreement.
- 6.2 There will be no strikes, no work stoppages, no picketing, sympathy strikes, slow downs or other interferences with the work because of jurisdictional disputes between signatory Unions.
- 6.3 In the event of a jurisdictional dispute between any signatory Unions, it is agreed that the following procedures shall be taken in an attempt to resolve the matter:

Step 1: The appropriate Union Representatives of the involved crafts shall meet with the affected Contractor/Employer in an attempt to resolve the dispute within twenty-four (24) hours.

Step 2: If no settlement is reached, the appropriate International Union Representatives from each affected craft shall meet with the affected Contractor/Employer within five (5) calendar days.

Step 3: If no settlement is reached within five (5) calendar days, such dispute shall be referred to and settled by the procedure established by the Building and Construction Trades Department of the AFL-CIO, or if a party to the dispute objects, then the dispute will be settled by use of any other local, regional or state plan or method of procedure to resolve jurisdictional disputes that may exist or be adopted in the future, provided all parties to the dispute are bound to or agree to be bound to that plan or method. In any event, the parties hereto agree that there will be no slowdown or stoppage of work, no picketing or other interferences pending final resolution of the dispute and the work shall continue during this period as originally assigned by the Contractor/Employer.

If any Union or Contractor/Employer fails to fully comply with a final decision rendered in any jurisdictional dispute as soon as practicable, but in no event later than forty-eight (48) hours, the Contractor/Employer or the Union shall have the immediate right to seek full legal redress for such conduct including, but not limited to, injunctive relief and/or damages.

The time limits in this section may be extended by mutual written agreement of the affected Contractor/Employer and the affected crafts.

ARTICLE 7

COORDINATOR

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

ARTICLE 8

JOINT LABOR/MANAGEMENT MEETINGS

- 8.1 A joint Labor/Management meeting will be held on a monthly basis between the Coordinator, the Contractors and the signatory Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the Craftsperson and the Contractors on the Project. These monthly meetings will also include discussion of the scheduling and productivity on work performed on the Project.
- 8.2 A Pre-Job Conference will be held prior to the commencement of work to establish the scope of work in each Contractor's contract. When a contract has been let to a Contractor(s) covered hereby, a Pre-Job Conference and/or Mark-Up Meeting shall be required and shall be held at the offices of the Buildings Trades Council. The parties may mutually agree to waive the requirement to hold a Pre-Job Conference and/or Mark-Up Meeting for any particular contract.
- 8.3 The Contractor performing the work shall have the responsibility for making work assignments in accordance with Section 6.1 of this Agreement. The work assignments shall be made in writing. Any craft objecting to the Contractor's

proposed assignment of work shall have ten (10) working days from the date of the mark-up meeting to submit written objections to the Contractor before the Contractor makes the work assignments final.

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

ARTICLE 9

MANAGEMENT RIGHTS

- 9.1 The Contractor(s) retains full and exclusive authority for the management of their work forces for all work performed under this Agreement. This authority includes, but is not limited to the right to:
- A. Plan, direct and control the operation of all the work.
 - B. Decide the number and types of employees required to perform the work safely and efficiently. The lawful manning provisions of the applicable Master Collective Bargaining Agreement shall be recognized.
 - C. Hire, promote and layoff employees as deemed appropriate to meet work requirements and/or skills required.
 - D. Require all employees to observe the Contractors' Project Rules, Security and Safety Regulations, consistent with the provisions of this Agreement. These Project Rules and Regulations shall be reviewed and mutually agreed upon at the Pre-Job meeting and supplied to all employees and/or posted on the jobsite.
 - E. Discharge, suspension or discipline will be handled under the applicable craft agreement.
 - F. Assign and schedule work at its sole discretion and determine when overtime will be worked consistent with the Master Agreement.
 - G. Utilize any work methods, procedures or techniques and select and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designator (in accordance with Articles 21 and 22).
 - H. The foregoing listing of management rights shall not be deemed to exclude other functions not specifically set forth herein. The Contractors, therefore, retain all legal rights not specifically enumerated in this Agreement.

ARTICLE 10

WORK RULES

- 10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.
- 10.2 There shall be no limit on production by employees nor restrictions on the full use of tools or equipment. Craftpersons using tools shall perform any of the work of the trade and shall work under the supervision of the craft foremen.
- 10.3 Security procedures for control of tools, equipment and materials are solely the responsibility of Contractor(s).
- 10.4 A badge system may be used to check in and out. Each employee must personally check in and out. The Contractor(s) will provide adequate facilities for check in and out in an expeditious manner. Excessive instances of late starting and/or early quitting will be cause for termination. If parking is not readily available near the jobsite, it shall be the responsibility of the Contractor(s)/Employer(s) to provide adequate parking facilities and the means for employees to be transported from the parking facilities to and from the jobsite in an expeditious manner.
- 10.5 Employees shall be at their place of work taking into account the badge system and workplace access (as designated by the Contractor at the pre-job meeting) and ready to work at the starting time and shall remain at their place of work performing their assigned functions until quitting time. A reasonable clean-up time will be allowed for employees to put company and personal tools in secured storage and return to the parking lot by quitting time. The parties reaffirm their policy of a fair day's work for a fair day's wage.
- 10.6 Slowdowns, standby crews and featherbedding practices will not be tolerated.
- 10.7 It is understood by the Contractor(s) and agreed to by the Union(s), that the employees of the Contractor(s) will perform the work requested by the Contractor(s) without having any concern or interference with any other work performed by any employees of the District or others who are not covered by this Agreement including, but not limited to, maintenance and operations.
- 10.8 Contractors shall provide rest periods in accordance with Industrial Welfare Commission Order No. 16-2001 regulating wages, hours and working conditions for certain on-site occupations in the construction, drilling, logging and mining industries. Any dispute regarding rest and meal periods this section shall be resolved exclusively under the provisions of Article 11 of this Agreement.

Employees will be permitted to have personal thermos bottles or other containers (i.e. water bottles), the contents of which may be consumed during working hours at their assigned work locations.

- 10.9 All foremen will remain with their crews and supervise such crews in the performance of their duties.
- 10.10 There shall be no interference with vendor or supplier deliveries of equipment, apparatus, machinery and construction materials to the jobsite since such deliveries shall not fall under this Agreement. Unloading of the above will be performed by signatory Contractors' employees.
- 10.11 The Contractor(s) will furnish facilities for storage of tools, adequate sanitary facilities and clean, heated, dry change rooms. However, Contractor(s) will incur no liability for loss, theft, or damage to personal tools left in tool storage not provided by the Contractor(s). The Contractor(s) has the right to take any reasonable action deemed necessary to control tool losses. Personal tools when brought onto the jobsite at time of employment may be inventoried as to type and number of tools and condition. Tool provision and losses will be handled according to the individual craft local agreements.
- 10.12 The Contractor(s) and the Unions recognize the necessity for promoting efficiency and agree that no rules, customs or practices shall be permitted that cause overmanning, limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kind of machinery, tools or labor-saving devices.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5 No-Strike/No-Lockout procedure shall be governed by the following grievance and arbitration procedures.
- 11.2 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Union's first knowledge of the grievance. Similarly, a grievance shall be considered null and void if not brought to the attention of the Union(s) within ten (10) working days after the grievance is alleged to have occurred or within ten (10) working days after the Contractor(s)' first knowledge of the grievance.

11.3 Grievances shall be settled according to the following Steps:

- Step 1: The steward or business representative and the grievant shall attempt to resolve the grievance with the craft supervisor.
- Step 2: In the event the matter remains unresolved in Step 1 above, within five (5) working days, the grievance shall be reduced to writing and may then be referred by the Union to the Contractor(s) for discussion and resolution.
- Step 3: In the event the matter remains unresolved in Step 2, either Party may request, within five (5) working days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing.
- Step 4: The Parties agree that the Arbitrator who will hear the grievance shall be selected from among the following: **Gerald McKay, Thomas Angelo, William Riker, and Gerri-Lou Cossak**. The arbitration procedure contained herein, once invoked, shall be mandatory. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed in a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the arbitrator's fee and expenses, shall be borne equally by the Parties. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

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

11.5 Where an issue is addressed in this Agreement and the local collective bargaining agreement, this Agreement shall prevail. Where an issue is addressed in the local collective bargaining agreement and not in this Agreement, the local collective bargaining agreement shall control.

11.6 Grievances between a Union and a Union-signatory contractor involving interpretation or application of the Master Agreement shall be governed by the grievance procedures contained in the Master Agreement.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

- 12.1 The Contractor(s) recognizes the Unions signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.
- 12.2 All employees who are employed by the Contractor(s) shall, as a condition of employment, on or before the eighth (8) day of consecutive or cumulative employment on a construction contract subject to this Agreement, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local union.
- 12.3 Authorized representatives of the Unions shall have access to the site at all times when work is being, has been or will be performed. Such representatives shall comply with reasonable visitor safety and security rules established for the Project. Access for Union representatives will not be unduly restricted.
- 12.4 A Steward shall be a working journeyman appointed in writing by the authorized union representative of the Local Union(s) who shall, in addition to work as a journeyman, be permitted to perform during working hours such Union(s) duties as cannot be performed at other times which consists of those duties assigned by the Business Manager or Business Agent. The Union(s) agrees that such duties shall be performed as expeditiously as possible and the Contractor(s) agrees to allow the Steward a reasonable amount of time for the performance of such duties. The Steward shall not leave the work area without notifying the appropriate supervisor.
- 12.5 The Steward will be paid at the journeyman wage for the job classification in which the Steward is employed.
- 12.6 The treatment of stewards shall be in accordance with the applicable craft agreement.

ARTICLE 13

REFERRAL-LOCAL HIRE

- 13.1 The Union(s) shall be the sole source of all craft labor employed on the Project. However, in the event that a Contractor/Employer has its own core workforce, the Contractor may request by name, and the local shall honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:
- (1) possess any license and/or certifications required by state or federal law for the Project work to be performed;
 - (2) have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
 - (3) were on the Contractor's active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and
 - (4) have the ability to perform safely the basic functions of the applicable trade.
- 13.2 The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Collective Bargaining Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such contractors.
- 13.3 All contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions.
- 13.4 In the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the requisition of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain

work persons from any source ("Alternative Employees"). Upon hiring employees from an alternative source pursuant to this section, the Contractor shall immediately notify the appropriate Local Union of the name and address of the alternative source employee hired, which employee shall be bound by the provisions of this Article.

- 13.5 The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents within the District to meet the needs of the Project and the requirements of the industry generally. To the extent allowed by law, and consistent with the Local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents within the District (Alameda County) shall be first referred for Project work, including journeymen and apprentices covered by this Agreement.

ARTICLE 14

NON-DISCRIMINATION

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

ARTICLE 15

APPRENTICES

- 15.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractors will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.
- 15.2 Apprentices may comprise up to twenty (20) percent of each craft's work force at any time, unless the standards or regulations of applicable state agencies establish a higher maximum percentage.

ARTICLE 16

WAGE SCALES and FRINGE BENEFITS

- 16.1 All employees covered by this Agreement shall be classified and paid in accordance with the classification and wage scales contained in the appropriate local collective bargaining agreements which have been negotiated by the historically recognized bargaining parties and in compliance with the applicable general prevailing wage determination made by the Director of Industrial Relations pursuant to the California Labor Code.
- 16.2 During the period of construction on this Project, the Contractors agree to recognize and put into effect such increases in wages and recognized fringe benefits as shall be negotiated between the various Unions and the historically recognized local bargaining parties on the effective date as set forth in the applicable local collective bargaining agreement. The Unions shall notify the Contractors in writing of the specific increases in wages and recognized fringe benefits and the date on which they become effective.
- 16.3 The Contractors hereby adopt and agree to be bound by the written terms of the legally established local trust agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such appropriately qualified employee fringe benefit funds established by such appropriate local agreements. The Contractors authorize the parties to such local trust agreements to appoint Trustees and successor Trustees to administer the trust funds, and hereby ratify and accept the Trustees so appointed as if made by the Contractors.
- 16.4 Wages due shall be paid to all employees weekly, not later than on Friday, and not more than three (3) days' wages may be withheld and shall be paid before the end of the work shift. Payment shall be made by check with detachable stub.
- 16.5 When an employee is discharged, the employee shall be paid wages due immediately. If an employee voluntarily terminates, wages due shall be paid in accordance with California State Law.
- 16.6 Wage rates, fringe benefits or working conditions negotiated in local collective bargaining agreements which are construed to apply exclusively or predominantly to the construction work covered by this Agreement will not be recognized or applied on work covered by this Agreement.

ARTICLE 17

HOURS OF WORK, OVERTIME and SHIFTS

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

ARTICLE 18

HOLIDAYS

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

ARTICLE 19

REPORTING PAY

- 19.1 Any employee reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Any employee who starts work shall receive four (4) hours pay at the regular straight time hourly rate. Any employee who works beyond four (4) hours shall be paid in accordance with the Master Agreement.
- 19.1.1 Whenever minimum reporting pay is provided for employees, they will be required to remain at the project site available for work for such time as they receive pay, unless released sooner by the principal supervisor of the Contractor(s) or its designated representative.
- 19.1.2 The provisions of this Section are not applicable where the employee voluntarily quits or is out by reason of a strike, in which case the employee shall be paid for the actual time worked.

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

ARTICLE 20

TRAVEL, SUBSISTENCE and ZONE PAY

- 20.1 Travel, subsistence and zone pay will be in compliance with the applicable General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to the California Labor Code.

ARTICLE 21

HEALTH AND SAFETY

- 21.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor(s), be bound by the safety rules and regulations as established by the District and Contractor(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 21.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the contractor(s).
- 21.3 A convenient supply of cold and portable drinking water shall be provided by the Contractor(s).
- 21.4 The Contractor(s) and Union(s) agree to abide by the substance abuse policies contained in the applicable Master Collective Bargaining Agreement(s). The Contractor(s) and Union(s) understand that the District facilities are smoke free sites.

ARTICLE 22

SECURITY OF MATERIAL, EQUIPMENT and TOOLS

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

ARTICLE 23

CALL-INS

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

ARTICLE 24

MISCELLANEOUS PROVISIONS

- 24.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures.
- 24.2 Warranty of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
- 24.3 Ratification by Governing Board. This Agreement shall not be binding on the District until it is ratified by the Governing Board.

ARTICLE 25

ENTIRE AGREEMENT

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

ARTICLE 26

GENERAL SAVINGS CLAUSE

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

ARTICLE 27

DURATION OF AGREEMENT

- 27.1 This Agreement shall become effective on the day the District Board ratifies this Agreement and shall continue in full force and effect for a period of three (3) years. The terms and conditions of this Agreement shall apply to those Projects identified in Exhibit B until construction is completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.
- 27.2 The parties agree to meet and confer on or about June 2007 regarding the status of and experience with projects covered by the Agreement and future projects to be covered by the Agreement.

EXHIBIT A

PROJECT STABILIZATION AGREEMENT

for the

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on the _____ Project, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Chabot-Las Positas Project Stabilization Agreement" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

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

Dated: _____

(Name of Contractor)

(Name of Prime Contractor or Higher Level Subcontractor)

(Authorized Officer & Title)

(Address)

(Phone)

(Fax)

EXHIBIT B

To the

PROJECT STABILIZATION AGREEMENT

For the

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT


PROJECT LIST

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

1. College Center for the Arts (Las Positas Campus)
Projected Bid Date: 3rd Quarter 2007
Projected Construction Dates: 4th Quarter 2007- 1st Quarter 2009
2. Child Development Center (Las Positas Campus)
Projected Bid Date: 3rd Quarter 2007
Projected Construction Dates: 4th Quarter 2007 – 3rd Quarter 2008
3. Community & Student Access Center (Chabot Campus)
Projected Bid Date: 4th Quarter 2007
Projected Construction Dates: 2nd Quarter 2008- 4th Quarter 2009
4. Instructional Office Building (Chabot Campus)
Projected Bid Date: 4th Quarter 2007
Projected Construction Dates: 2nd Quarter 2008 – 1st Quarter 2009
5. Physical Education Complex (Chabot Campus)
Project Bid Date: 4th Quarter 2007
Projected Construction Dates: 1st Quarter 2008 – 2nd Quarter 2010
6. Central Plant (Chabot Campus)
Project Bid Date: 1st Quarter 2007
Projected Construction Dates: 2nd Quarter 2007 – 3rd Quarter 2008
7. Building Modernization, Buildings 300, 500, 800 and 900 (Chabot Campus)
Project Bid Date: 3rd Quarter 2007
Projected Construction Dates: 4th Quarter 2007 – 2nd Quarter 2009

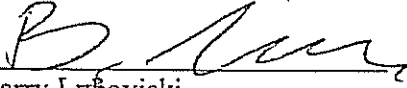
SIGNATURES

Chabot-Las Positas Community
College District



Lorenzo Legaspi,
Vice Chancellor


Alameda County Building
& Construction Trades Council



Barry Luboviski,
Secretary-Treasurer

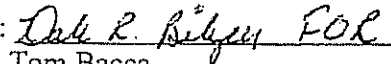
Signatory Unions

Asbestos Workers, Local 6

By: 

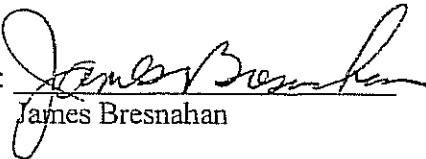
Steve Steele

Boilermakers, Local 549

By: 

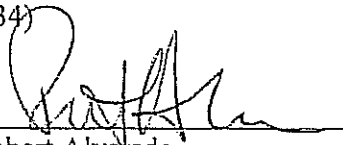
Tom Bacca

Bricklayers & Allied Craftsmen, Local 3

By: 

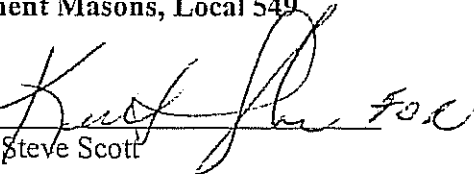
James Bresnahan

**Northern California Carpenters
Regional Council** (on behalf of
Carpenters, Local 713, Carpenters,
Local 2236, Lathers, Local 68L,
Millwrights, Local 102, Pile Drivers,
Local 34)

By: 

Robert Alvarado

Cement Masons, Local 549

By: 

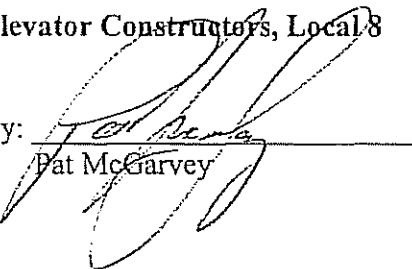
Steve Scott

Electrical Workers, Local 595

By: 

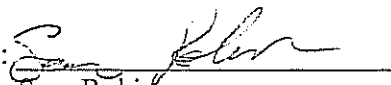
Victor Uno

Elevator Constructors, Local 8

By: 

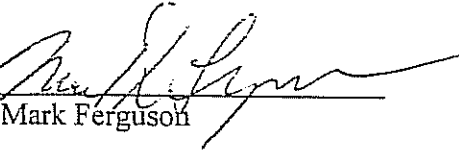
Pat McGarvey

Hod Carriers, Local 166

By: 

Sam Robinson

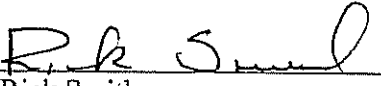
Iron Workers, Local 378

By: 
Mark Ferguson


Laborers, Local 67

By:  FOR
Victor Parra

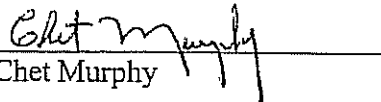
Laborers, Local 304

By: 
Rick Smith

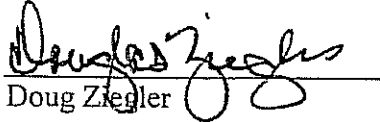
Operating Engineers, Local 3

By: 
~~John Bonilla~~ Carl Hoff

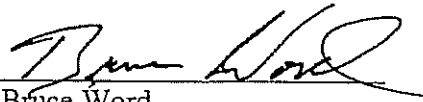
Plasterers, Local 66

By: 
Chet Murphy

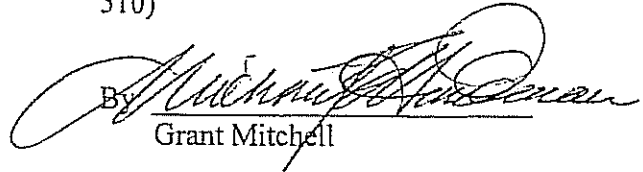
Roofers, Local 81

By: 
Doug Ziegler

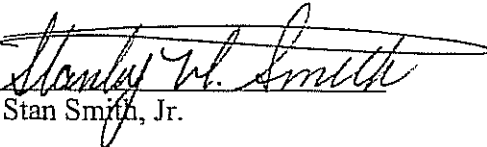
Sheet Metal Workers, Local 104

By: 
Bruce Word

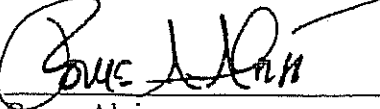
Painters & Allied Trades, District Council 36
(On behalf of Sign Display, Local 510)

By: 
Grant Mitchell

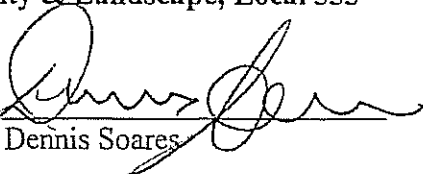
Sprinkler Fitters, Local 483

By: 
Stan Smith, Jr.

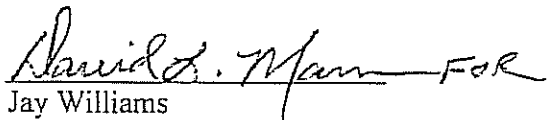
Teamsters, Local 853

By: 
Rome Aloise

United Association of Journeymen and Apprentices Fitting Industry, Underground Utility & Landscape, Local 355

By: 
Dennis Soares

United Association of Steamfitters, Pipefitters, Plumbers, & Gas Fitters, Local 342

By:  FOR
Jay Williams

**District Council of Plasterers & Cement
Masons of Northern California**

By: Steve Scott FOR
Steve Scott

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

By: Gene Massey
Gene Massey

**District Council of Iron Workers of the
State of California & Vicinity Trades**

By: Joe Standley FOR
Joe Standley

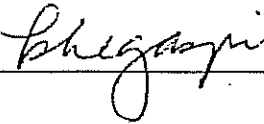
**Northern California District
Council of Laborers (On behalf of
Hod Carriers, Local 166, Laborers,
Local 67, Laborers, Local 304)**

By: Jose Moreno
Jose Moreno

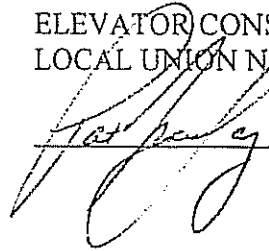
**MEMORANDUM OF UNDERSTANDING
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT STABILIZATION AGREEMENT**

Notwithstanding any provision to the contrary in the Chabot-Las Positas Project Stabilization Agreement ("Project Stabilization Agreement"), this memorandum will confirm that work covered by the Project Stabilization Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors, except that Articles 5, 6 and 11 of the Project Stabilization Agreement will apply to such work.

CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT



INTERNATIONAL UNION OF
ELEVATOR CONSTRUCTORS
LOCAL UNION NO _____



Date 3-21-07

SIDE LETTER TO THE PROJECT STABILIZATION AGREEMENT
FOR THE
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Regarding Resolution of Jurisdictional Disputes

The parties hereto agree that Article 6, Work Assignments and Jurisdictional Disputes, shall govern the resolution of any jurisdictional disputes that may arise on any covered project under this Agreement. However, because of possible uncertainties as to the continued operation of the National Building and Construction Trades Department Plan for the Settlement of Jurisdictional Disputes in the Construction Industry and/or the continued affiliated status of certain unions with the National Building and Construction Trades Department, the parties hereto agree that, in the event the Plan ceases to operate for any reason, or ceases to be a viable mechanism for the settlement of jurisdictional disputes on projects covered by this Agreement, the parties will immediately meet and negotiate an alternative plan for the resolution of any jurisdictional disputes that may arise on covered projects.

The parties further agree that during any such negotiations for an alternative resolution plan, the contractor(s) shall continue to make work assignments as set out in Article 6, and there shall be no work stoppages or strikes over jurisdictional issues on any covered projects.

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

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

In rendering his decision, the Arbitrator shall determine:

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

3. If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and
4. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the wellbeing of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

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

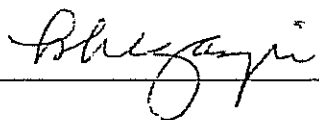
5. Unabrogated agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.
6. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.
7. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

8. **ENFORCEMENT**

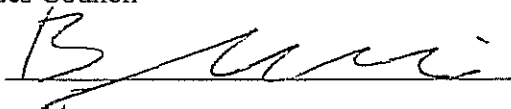
- A. If the claims of the challenging trade are upheld in the decision of the Arbitrator, and work onsite is being performed on the eighth calendar day after the issuance of that decision, the assigned trade shall cede the work in question to the challenging trade and withdraw its members from said work, and the affected Employer shall employ members of the challenging trade on said work. This shall be termed the effective date of the decision. If the eighth calendar day after the issuance of said decision falls on a weekend or on a holiday, the effective date shall be the next working day. Holidays shall include and be limited to New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.
- B. The Arbitrator shall have no authority to undertake any action to enforce its decision after a hearing beyond informing the affected parties of its decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.

Dated this 21 day of March, 2007 at Pleasanton, California.

Chabot-Las Positas Community College District

By: 

Alameda County Building and Construction
Trades Council

By: 

DISTRICT COUNCIL No. 16

International Union of Painters and Allied Trades

Painters & Tapers ~ Auto Marine & Specialty Painters ~ Sign, Pictorial & Display Painters
Glaziers, Architectural Metal & Glass Workers ~ Paint Varnish & Lacquer Makers
Carpet, Linoleum, Resilient Floor Covering & Soft Tile Layers

GENE MASSEY

Business Manager/Secretary-Treasurer

2705 Constitution Drive - Livermore, California 94551
Telephone (925) 245-1080 - Fax (925) 245-1084



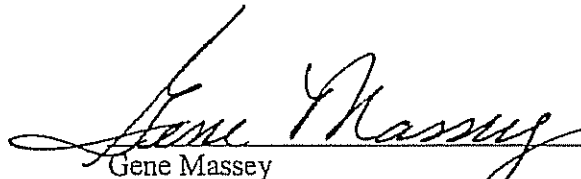
March 20, 2007

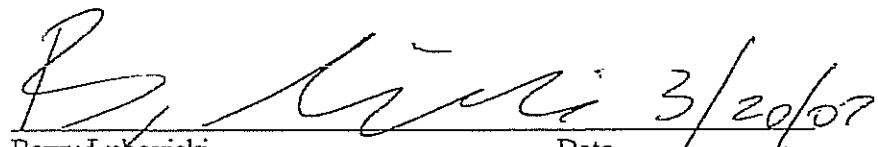
Addendum to:

Project Stabilization Agreement for the Chabot-Las Positas Community College District

This letter is to inform you of the position taken by the District Council #16, International Union of Painters and Allied Trades. This Council confirms its commitment to abide by the terms and conditions of this important project agreement. The Council further wishes all to know, that Gerald McKay will serve in no capacity as it relates to District Council #16.

In Section 5.5.1, Thomas Angelo shall be the person notified in all matters pertaining to arbitration in which District Council #16 and its members are involved.


Gene Massey 3/20/07
Date
Business Manager/Secretary-Treasurer
District Council #16


Barry Luboviski 3/20/07
Date
Secretary-Treasurer

BOARD AGENDA ITEM

| | |
|---|-----------------------------------|
| To: Board of Trustees | Date: July 24, 2007 |
| From: Superintendent/President | Item & File No. |
| Subject: Advance Approval, Miscellaneous Contracts and Projects | |
| Reason for Board Consideration: | Enclosure(s): |
| APPROVAL | List of Projects/Contracts |

BACKGROUND:

The attached list identifies bond-funded contracts and projects needing approval within the next two months in order to maintain the Measure C bond program schedule. Reasons for the urgent need on these items are specified on the second page of the attachment.

Because of the long time frame between the July and August Board meetings, in order not to delay the bond program schedule, advance approval to proceed with these items is sought at this time. All contracts will be brought to the next available Board meeting for ratification following execution as appropriate.

Many of these items in the normal course of the college's business, per Board policy, do not require Board approval in advance. However, recognizing the Board's interest in monitoring Measure C bond contracts more closely, all bond-funded contracts are submitted to the Board for approval in advance.

FISCAL IMPACT:

The cost of all contracts will be paid from budgeted bond funds. The total anticipated amount of these contracts is estimated at approximately \$313,000.

RECOMMENDATION:

The President/Superintendent recommends that the Board approve the projects and contracts listed on the attached document.

Administrator Initiating Item
V-Anne Chernock
 Director of Modernization

Administrator Approving Item
Albert J. Harrison
 Vice President, College Operations

Marin Community College District
Measure C Bond Modernization Program
Summer 2007 Relocation, Infrastructure and Support Tasks
Contracts and Authorizations Needed Immediately

| Project | # | Scope | Type | Vendor | Approximate Estimate | Type of contract needed | Approx. Start Date |
|-------------------------------------|------|---|------|------------------|-----------------------------------|-------------------------|--------------------|
| Larkspur Annex Restroom | 321B | Incorporate design into PE Portables work | PS | -- | \$8,000 Amendment | | Jul 20 |
| Larkspur Annex Restroom | 321B | Incorporate construction into PE Portables work | CN | -- | \$20,000 SF Construction contract | | Aug 17 |
| Pomo 4 Roof Replacement (TransTech) | 402B | Approve project and authorize bid | -- | -- | -- | | Jul 17 |
| IVC Pool Boiler Replacement | 407A | Construct boiler replacement | CN | To be bid | \$60,000 LF construction contract | | Aug 9 |
| IVC Trans Tech support | 402A | Soil borings | PS | CSW | \$13,000 Amendment 10 | | Jul 17 |
| IVC Main Building support | 417A | Responses to BOT questions | PS | VBN | \$20,000 Amendment 2 | | Jul 17 |
| Landscape Relocation | 850C | Approve project, authorize bid, pre-authorize award | -- | -- | -- | | Jul 17 |
| Landscape Relocation | 850C | Procure greenhouse | PR | TBD | \$26,000 Procurement | | Aug 3 |
| Landscape Relocation | 850C | Procure shade structure | PR | TBD | \$10,000 Procurement | | Aug 3 |
| Landscape Relocation | 850C | Construct pad | CN | To be bid | \$15,000 SF construction contract | | Aug 3 |
| Landscape Relocation | 850C | Install greenhouse/shade structure | CN | TBD | \$5,000 SF construction contract | | Aug 10 |
| Landscape Relocation | 850C | Design Miwok classroom renovation | PS | TBD | \$10,000 Amendment | | Jul 20 |
| Landscape Relocation | 850C | Renovate Miwok classroom | CN | To be bid | \$25,000 SF construction contract | | Aug 10 |
| Old Science Roof Repair (Relo) | 850E | Design roof repair/replacement | PS | McGinnis Chen | \$20,000 SF PS contract | | Aug 1 |
| Old Science Roof Repair (Relo) | 850E | Approve project and authorize bid | -- | -- | -- | | Aug 15 |
| PE Portables (Relocation) | 850F | Design portable repairs (poss. DSA review) | PS | TBD (architect) | \$16,000 Amendment | | Jul 20 |
| PE Portables (Relocation) | 850F | Connect utilities | CN | To be bid | \$25,000 SF construction contract | | Aug 17 |
| DSPS Mechanical Studies (Relo) | 850G | Assess MEP for concept space | PS | Alfa Tech | \$8,000 Amendment 12 | | Jul 17 |
| IVC Support Work (Relo/Infra) | TBD | Various infrastructure work | CN | TBD | \$50,000 SF construction contract | | Aug 17 |
| Contract Time Extensions | -- | Various consultants | PS | Existing expired | none Amendments only | | Jul 20 |