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Sacramento City Unified School District BOARD OF EDUCATION MEETING AND WORKSHOP

Board of Education Members

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Ellen Cochrane, (Trustee Area 2)
Christina Pritchett, (Trustee Area 3)
Michael Minnick, (Trustee Area 4)
Mai Vang, (Trustee Area 5)
Sarah Nguyen, Student Member

Thursday, November 16, 2017

4:30 p.m. Closed Session

6:00 p.m. Open Session

Serna Center

Community Conference Rooms
5735 47th Avenue
Sacramento, CA 95824

AGENDA

2017/18-9

Amended

7:10 p.m.

10.2 **Approval of the Project Labor Agreement**
(Cathy Allen)

Action

5 minute presentation
5 minute discussion



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 10.2

Meeting Date: November 16, 2017

Subject: **Approval of the Project Labor Agreement**

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Department: Facilities Support Services

Recommendation: Board to approve the Project Labor Agreement (PLA) with staffs' recommendations. Staff recommends changes or additions to the proposed PLA as described below:

1. Board reserves the right to exempt a project.
2. A renewal period of two years.
3. Cost sharing of the internship program by the Sacramento-Sierra Building & Construction Trades Council.

These recommendations are more fully described in the Executive Summary.

Background/Rationale:

The Board of Education approved a project labor agreement in August 2005 followed by renewals in 2012 and 2014. The Sacramento-Sierra Building & Construction Trades Council has proposed lowering the threshold of the PLA from one million dollars (\$1,000,000) to five hundred thousand dollars (\$500,000). The primary objective of such agreements is to eliminate any work cessation or work stoppages arising from construction labor disputes at the work site. The renewed agreement is in compliance with the Legislature's enactment of SB 922.

Financial Considerations:

The public bid process will determine the cost of construction for individual public works projects.

LCAP GOAL (s): College, Career and Life Ready Graduates; Safe, Emotionally Healthy and Engaged Students; Family and Community Engagement; Operational Excellence

Documents Attached:

1. Executive Summary
2. Project Labor Agreement

Estimated Time of Presentation: 5 minutes

Submitted by: Jorge A. Aguilar, Superintendent
Cathy Allen, Chief Operations Officer
Facilities Support Services

Approved by: Jorge A. Aguilar, Superintendent



I. OVERVIEW / HISTORY

The Board of Education approved a project labor agreement in August 2005 followed by renewals in 2012 and 2014. The Sacramento-Sierra Building & Construction Trades Council has proposed lowering the threshold of the Project Labor Agreement (PLA) from one million dollars (\$1,000,000) to five hundred thousand dollars (\$500,000). The primary objective of such agreements is to eliminate any work cessation or work stoppages arising from construction labor disputes at the work site. The renewed agreement is in compliance with the Legislature's enactment of SB 922.

Staffs' recommendation includes the addition of three elements to the proposed PLA:

1. Section 1.9- Add the following sentence: *"The District may, at its discretion, with Board approval, exempt a Project if the District believes it is in the best interest of the District to do so"*.
2. Section 17.1 - Staff recommends a renewal period of two (2) years to provide an opportunity to collect data on matters identified as important by Board members and staff, i.e., number of workers living within the District, number of students participating in the internship program, number of student interns enrolling in approved apprenticeship programs upon graduation, resource availability of craftsmen as required by the PLA, and other items that may be identified by Board members.
3. Attachment B: New Section 1d: Cost sharing of the internship program by the Sacramento-Sierra Building & Construction Trades Council.

II. DRIVING GOVERNANCE

Senate Bill 922

III. BUDGET

The public bid process will determine the cost of construction for individual public works projects.

IV. GOALS, OBJECTIVES, AND MEASURES

To continue the partnership with the Sacramento-Sierra Building & Construction Trades Council by providing opportunities for District high school students to intern with general contractors on District construction projects.

Board of Education Executive Summary

Facilities Support Services

Approval of the Project Labor Agreement
November 16, 2017



V. MAJOR INITIATIVES

Expand opportunities for District youth to learn about the construction trades; provide paying jobs for students while exploring construction pathways.

VI. RESULTS

Data to be collected over the course of two years to provide the Board information to evaluate the effectiveness of the PLA.

VII. LESSONS LEARNED/NEXT STEPS

Approve the PLA with staff recommendations. Implement the Academy Steering Committee in preparation for summer 2018 construction projects.

PROJECT LABOR AGREEMENT

for the

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

PREAMBLE

This Project Labor Agreement (“Agreement”) is entered into by and between the Sacramento City Unified School District (“District”), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the “Agreement To Be Bound” (Attachment A), and the Sacramento-Sierra Building & Construction Trades Council (“Council”) and the local Unions that have executed this Agreement.

RECITALS

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of the District’s projects subject to this Agreement, and to provide for the peaceful settlement of labor disputes and grievances without work disruptions or delays, thereby promoting the District’s interest and the public’s interest in assuring the timely and cost-effective completion of the District’s construction projects; and

WHEREAS, the successful and efficient completion of the District’s construction projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

WHEREAS, it is recognized that District construction projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the construction projects subject to this Agreement in order to promote a satisfactory, continuous and harmonious relationship among the parties to this Agreement; and

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

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory and successful completion of all District construction projects subject to the Agreement; and

WHEREAS, the Sacramento City Unified School District has previously adopted Resolution No. 2774 regarding the use of Project Labor Agreements on District projects.

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

ARTICLE 1

DEFINITIONS

- 1.1 “Agreement” means this Project Labor Agreement.
- 1.2 “Agreement to be Bound” means the agreement (attached hereto and incorporated herein as Attachment A) required to be executed by any Employer(s) working on the Project as a precondition to performing Covered Work on the Project.
- 1.3 “Council” means the Sacramento-Sierra Building and Construction Trades Council, which is the local jurisdictional division of the State Building and Construction Trades Council of California, with affiliated trades unions within its geographical jurisdiction of Sacramento, Yolo, Placer, El Dorado, Amador, Nevada and Sierra Counties.
- 1.4 “Completion” means the point at which there is Final Acceptance by the District of a Construction Contract. For purposes of this definition of “Completion,” “Final Acceptance” shall mean that point in time at which the District has determined upon final inspection that the work on a Construction Contract has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.
- 1.5 “Construction Contract” means, except as to section 2.5 (exclusions from Covered Work) public works or improvement contracts approved by the District, including design-bid, design-build, lease-leaseback or other contracts under which construction work is performed, that are necessary to complete the Project.
- 1.6 “District” means the Sacramento Unified School District and the administrative employees under its Superintendent, including any in house Project Manager designated by the District for the Project.
- 1.7 “Contractor(s)” means any person, firm, corporation, or other entity, or any combination thereof, including joint ventures, and any of its contractors or subcontractors of any tier, or any successor or assigns of such persons or entities, that has entered into a contract with the District, or with any other person or entity contracting for work on the Project on behalf of the District (whether by design-bid, design-build, lease-leaseback or other means), with respect to the construction of any part of the Project under contract terms and conditions approved by the District.

- 1.8 “Master Agreement” means the multi-employer collective bargaining agreement of each of the Unions that covers the geographic area of the Project, copies of which shall be provided to the District upon request.
- 1.9 “Project” means any District construction project that has a total minimum value of five hundred thousand (\$500,000) or more. The District may, at its discretion, designate other projects or contracts with a total value of less than five hundred thousand (\$500,000) to be covered by this Agreement if the District believes it is in the best interest of the District to do so. **The District may, at its discretion, with Board approval, exempt a Project if the District believes it is in the best interest of the District to do so.** Routine maintenance of District properties are not covered by the scope of this Agreement.
- 1.10 “Project Manager” means a person, including a District employee, firm or other entity designated by the District to manage, coordinate or administer the construction work on a Project subject to this Agreement.
- 1.11 “Union” or “Unions” means the Sacramento-Sierra Building and Construction Trades Council and the local Unions that are signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement. The Council and the local Unions are collectively referred to herein as the “Unions.”

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 Parties. This Agreement shall apply and is limited to all Contractor(s), the District and the Unions that are signatory to this Agreement.
- 2.2. Applicability. This Agreement shall govern all Construction Contracts awarded on the District Projects that are subject to this Agreement. Except for exclusions from the Covered Work described in section 2.5, for purposes of this Agreement, a Construction Contract shall be considered completed as described in Section 1.4, except when the District’s authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the original Construction Contract with the District.
- 2.3 Covered Work. This Agreement covers all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, start-up and commissioning, site preparation, survey work, soil and material inspection and testing, modular furniture installation covered by an applicable Master Agreement or a prevailing wage determination, all on-site fabrication work, provided such work is within the fabrication provision of the Master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or

improvements required to be performed as a condition of approval by any public agency. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a provision of a local Master Agreement of the applicable Union(s). On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project. 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 and/or mud shall be covered by the terms and conditions of this Agreement. All of the work described in this Section is within the scope of this Agreement and is referred to hereafter as "Covered Work."

2.5 The following shall be excluded from Covered Work:

- 2.5.1 Work of non-manual employees, including, but not limited to, superintendents, supervisors above the level of general foreman (except those covered by any applicable Master Agreement), staff engineers, building inspectors, timekeepers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, executive and management employees;
- 2.5.2 Equipment and machinery owned or controlled and operated by the District;
- 2.5.3 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;
- 2.5.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.5.5 Work performed by employees of a manufacturer or vendor on the manufacturer's or vendor's equipment if necessary to satisfy the guarantee or warranty on such equipment and where performance of the work is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such products. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the District, Project Manager, the Council and the affected local Union prior to the commencement of work by the manufacturer or vendor. This exclusion does not apply to any on site construction work subcontracted by such manufacturer or vendor.
- 2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

- 2.5.7 Laboratory or specialty testing or inspection not covered by an applicable Master Agreement;
- 2.5.8 Non-construction support services contracted by the District or any Contractor in connection with this Project;
- 2.5.9 All work by employees of the District.

ARTICLE 3

SUBCONTRACTING

- 3.1 Each Contractor agrees that it will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing Attachment A, the Agreement to be Bound.
- 3.2 Each Contractor agrees that it will contract or subcontract the performance of Covered Work only to a person, firm, corporation or other entity that is or becomes a party to this Agreement. Any Contractor performing Covered Work on the Project shall, as a condition to working on the Project, perform all work under the terms of this Agreement and the applicable Master Agreement. Before being authorized to perform any Covered Work, Contractors shall become a party to this Agreement by signing Attachment A, the Agreement to be Bound. Every Contractor shall notify the Council in writing within five (5) business days after it has contracted to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work in accordance with Section 3.1 or this Section 3.2, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound. The District shall also provide copies to the Council of all executed Agreements to be Bound that it receives within fifteen (15) days of receipt.
- 3.3 Nothing in this Agreement shall in any manner whatsoever limit the rights of the District or any Contractor to subcontract Covered Work or to select its contractors or subcontractors; provided, however, that all Contractors, at all tiers, assigning, awarding, contracting or performing Covered Work, or authorizing another to assign, award, contract or perform Covered Work, shall be required to comply with the provisions of this Agreement. Each Contractor shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the assigning, awarding or subcontracting of any Covered Work, or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement. Any Contractor that fails to provide the Council with the Agreement to be Bound executed by its contractor or subcontractor shall be liable for any failure of that contractor or subcontractor, or any contractor or subcontractor at a lower tier, to comply with the provisions of this Agreement, including any contributions to any trust funds that the contractor or subcontractor, or any subcontractor to that

subcontractor, fails to make. 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 Contractors on the Project.

- 3.4 Nothing in this Agreement shall limit the District's right to combine, consolidate, or cancel contracts for Project construction, or to comply with public agency contracting laws.

ARTICLE 4

WAGES AND BENEFITS

- 4.1 All employees covered by this Agreement (including foremen and general foremen if they are covered by the Master Agreement) shall be classified and paid wages and other compensation, including but not limited to travel, subsistence, and shift premium pay, and contributions made on their behalf to multi-employer trust funds, all in accordance with the then current multi-employer Master Agreement of the applicable Union and in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations.
- 4.2 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 Master 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.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

- 5.1 During the term of this Agreement, there shall be no strikes, sympathy strikes, picketing, work stoppages, picket-related hand billing, slow downs, interference with the work or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by any Contractor. Failure of any Union or employee to cross any picket line established at the Contractor's Project site is a violation of this Article.
- 5.2 The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and, if justifiably

discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

- 5.3 The Union(s) agrees that if any union or any other persons, whether parties to this Agreement or otherwise, engage in any picketing or work stoppages, the signatory Unions shall consider such work stoppage or picketing to be illegal and refuse to honor such picket line or work stoppage.
- 5.4 In the event of any work stoppage, strike, sympathy strike, picketing interference with the work or other disruptive activity in violation of this Article, the Contractor may suspend all or any portion of the Project work affected by such activity at the Contractor's discretion and without penalty, and the District may replace any Contractor whose employees have not reported to work with any other contractor or subcontractor in accordance with Section 3.2.
- 5.5 In addition to any other action at law or equity, any party may elect to have the matter decided by a neutral arbitrator in accordance with the following procedure when a breach of this Article is alleged, after the Union(s) or Contractor(s) has been notified of the fact.
 - 5.5.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then the American Arbitration Association shall select an alternative arbitrator within 24 hours of notice. Notice to the Arbitrator shall be by the most expeditious means available, with notice by fax or electronic means or any other effective written means to the party alleged to be in violation and the involved International Union President and/or local Union.
 - 5.5.2 Upon receipt of said notice, the Project Manager shall contact the designated Arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
 - 5.5.3 The Arbitrator shall notify the parties by fax or electronic means or any other effective written means of the place and time he has chosen for this hearing. Said hearing shall be completed in one 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. The Award which shall be final and binding shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article by the Union or Contractor, and such Award shall

be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000) for the first shift for which it failed to comply, or portion thereof, and ten thousand dollars (\$10,000) for each subsequent shift for which it failed to comply, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this Section.

- 5.5.5 Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. The fax or electronic 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 this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order 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 certified mail.
- 5.5.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the parties to whom they accrue.
- 5.5.7 The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.
- 5.6 The procedures contained in Section 5.5 shall be applicable to alleged violations of this Article. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Article, shall be resolved under the grievance procedures of Article 9.
- 5.7 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor(s) three (3) business days' notice when nonpayment of trust fund contributions has occurred and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the Contractor(s) or their subcontractor's workforce, during which time the Contractor shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from an Contractor who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article. In the event the Union or any of its members withhold their services from such contractor or subcontractor, District shall have the right to

replace such contractor or subcontractor with any other contractor or subcontractor who executes the Agreement to be Bound.

- 5.8 It will not be a violation of this Agreement when the Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to wait in a designated area available for work, the employees will be compensated for the waiting time.
- 5.9 If a Master Agreement expires before the Contractor completes the performance of work under the Construction Contract and the Union or Contractor gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor agrees to comply with any retroactive terms of the new or modified Master Agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement subject to section 4.3.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors 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 Contractors and Unions parties to this Agreement.
- 6.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14)

days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

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

ARTICLE 7

JOINT LABOR/MANAGEMENT MEETINGS

- 7.1 Joint Labor/Management Meetings. During the period of any work performed under this Agreement, the Project Manager, or District designee, may schedule monthly Joint Labor/Management Meetings that include the Project Manager, or the District's designee, the Contractors and the Unions. The purpose of these meetings is to promote harmonious labor/management relations, ensure adequate communications and advance the proficiency and efficiency of the employees and the Contractors on the Project. These meetings may include a discussion of safety, craft resource requirements, scheduling and productivity of work performed at the Project. The Union representative shall keep minutes of any such meetings and the minutes shall be subject to approval at any subsequent meeting. Any such meetings may be in person or by conference call. It shall be mandatory for a representative of the Unions to participate in such meetings.
- 7.2 A Pre-Job Conference shall be scheduled by the District 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 covered by this Agreement, a job conference and/or mark up meeting shall be scheduled by the District upon request of any Union, Contractor or the District.

ARTICLE 8

MANAGEMENT RIGHTS

- 8.1 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 staffing provisions of the applicable Master 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 District and Contractor 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. There shall be no refusal by a craft to perform work assigned, including overtime work. However, individual craftspeople shall not be required to work overtime unless specifically dispatched for overtime work. Any cases of a craft's refusal to work overtime shall be subject to the grievance procedure.
 - 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 Article 2).
 - 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.
- 8.2 All workers employed or otherwise used on a Project shall comply with the District's Drug and Alcohol-Free Workplace Policy (BP 4020) and Employee Drug Testing Policy (BP 4112.41, 4212.41, 4312.41) and applicable regulations as amended from time to time. If not otherwise specified, the drug testing protocol shall be in compliance with 49 Code of Federal Regulations (CFR) section 382.105 (Testing procedures) which incorporates 49 CFR Part 40.

ARTICLE 9

GRIEVANCE PROCEDURE

- 9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving its interpretation and application (other than matters subject to Section 5.5 and Union jurisdictional disputes subject to Article 6) shall be considered a grievance. Questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement.
- 9.2 The District and other Contractors, as well as the Unions, may bring forth grievances under this Article.

9.3 A grievance shall be considered null and void if not brought to the attention of the Contractor(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term “working days” as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

9.4 Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by the District, and the Council and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

Step 1

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the Grievance has been brought to the attention of the Contractor.

Step 2

In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days thereafter, the alleged grievance may be referred in writing to the Business Manager(s) of the Union(s) affected and the site construction manager or Labor Relations representative of the Contractor(s) for discussion and resolution. A copy of the written grievance shall also be mailed, faxed or emailed to the District.

Step 3

In the event the matter remains unresolved in Step 2 above within five (5) working days, within five (5) working days thereafter, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Contractor(s) or the Manager’s designated representative and the District for discussion and resolution.

Step 4

If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to neutral arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to the District. Should the parties be unable to mutually agree on the selection of a neutral Arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. District shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be

transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

- 9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the District. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.
- 9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 9.8 The Arbitrator's decision shall be confined to the issue(s) posed by the grievance, and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 9.9 Any party to a grievance may invite the District to participate in resolution of a grievance. The District may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 9.10 In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or faxed during the extended time period.

ARTICLE 10

UNION SECURITY

- 10.1 The Contractors recognize the Unions signatory to this Agreement as the sole bargaining representative of all craft employees performing Covered Work for the Project.
- 10.2 All employees performing Covered Work shall, as a condition of employment on or before the eighth (8th) cumulative day of employment on the Project, be responsible for the payment of the applicable periodic working dues and any associated fees uniformly required for union membership in the local Union that is a signatory to this Agreement for the duration of his or her employment on the Project. Nothing in this Agreement is intended to prevent any non-union employees from joining the local Union.
- 10.3 Authorized representatives of the Unions shall have access to the Project whenever Covered Work is or will be performed on the Project. All authorized representatives

of the Union must comply with the required uniform check-in procedure prior to visiting the work area.

- 10.4 Each Union shall have the right to designate a working journeyman as a steward. The steward shall be a qualified employee performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's Contractor and not with the employees of any other Contractor. A steward shall be allowed sufficient time to perform his duties.

ARTICLE 11

REFERRAL-LOCAL HIRE

- 11.1 Contractors performing Covered Work on the Project shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory to this Agreement. Such Job Referral System shall be operated in a non-discriminatory manner and in full compliance with all federal, state, and local laws and regulations, including those which require equal employment opportunities and non-discrimination. The Contractor(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement. The Unions shall be the primary source of all craft labor employed on the Project, however, an Contractor with a core workforce may request by name, and the local Union shall honor, referral of such Contractor's regular and experienced personnel ("Core Employees") who have applied to the applicable Union to perform Covered Work on the Project. For purposes of this Agreement, a Core Employee is a person who meets all of the following:

- (1) Possesses any license required by state or federal law for the Project work to be performed;
- (2) Worked a total of at least one thousand (1,000) hours in the construction craft during the prior two (2) years;
- (3) Has been on the Contractor's active payroll for at least ninety (90) out of the one hundred and twenty (120) calendar days prior to the contract award; and
- (4) Has the ability to perform safely the basic functions of the applicable trade.

- 11.2 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 the Contractor's Core Employees as a journeyman. The process will then be repeated, one for one, until such Contractor's crew requirements are met, or until such Contractor has hired eight (8) 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 on the

Project, the ratio shall be maintained. When such Contractor's workforce is reduced, employees shall be reduced in the same one for one ratio of Core Employees to hiring hall referrals as was applied in the initial hiring. Contractors that are signatory to a Master Agreement with Union(s) signatory hereto must comply with the hiring hall provisions contained in the applicable Master Agreement, 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 apply to such Contractors.

- 11.3 In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Contractor within a forty-eight (48) hour period after such requisition is made by the Contractor (Saturdays, Sundays and holidays excepted), the Contractor may employ applicants from any source. Contractors shall immediately notify and provide the appropriate Union(s) with the name and address of such gate-hires, who shall be bound by the provisions of this Article.
- 11.4 It is in the interest of the parties to this Agreement to facilitate employment of District and Local Area residents, including parents, guardians or other care givers of students attending the District's schools, and to use resources in the Local Area in construction of a Project. The "Local Area" shall be defined as the area within the boundaries of the District, the City of Sacramento, Sacramento County, and adjacent counties bordering Sacramento County (Yolo, Solano, Sutter, Placer, El Dorado, Amador, San Joaquin and Contra Costa). To the extent allowed by law, and consistent with the Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area shall be first referred for Project work, including journeymen and apprentices covered by this Agreement. It is the goal of the parties that not less than fifty (50) percent of all hours worked on the Project, on a craft by craft basis, be worked by residents of the Local Area (including fifty (50) percent of the total hours worked by any Core Employees). Contractors will be required to submit certified weekly payroll records to the District along with monthly workforce utilization reports documenting the Contractor's compliance with the requirements described in this Article. At a minimum, the monthly reports must include: 1) data on Local Area resident work hour utilization on the Project; and 2) documentation showing any requests made to the Union dispatchers for Local Area residents and the Union's response to the request.

ARTICLE 12

APPRENTICES

- 12.1 The parties recognize 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.

- 12.2. Apprentices may comprise up to thirty (30) percent of each craft's work force at any time, unless the state approved apprenticeship standards or regulations or the applicable Master Agreement establish a lower maximum percentage.
- 12.3 The parties agree to work with the Construction Technology Academy ("Academy") as set forth in Attachment B in order to carry out the training and employment objectives of this Agreement, including providing District students with the opportunities and skills necessary to enter post-secondary study and to pursue lifelong training within the broader context of the building trades industry, and to develop and reinforce academic course standards in order to maximize career opportunities and technical competency.

ARTICLE 13

NON-DISCRIMINATION

- 13.1 The Unions and Contractors shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, political affiliation, national origin, age, religion, Vietnam veteran or Vietnam Era status, disability as identified in the Americans with Disabilities Act, membership in a labor organization in hiring and dispatching workers for the Project, 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 District Board of Education policy or requirement including, but not limited to, the construction contract and general conditions for the Project.
- 13.2 All qualified (as determined by the District and applicable law) contractors and subcontractors may bid and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements provided they comply with the provisions of this Agreement.

ARTICLE 14

HOURS OF WORK, SHIFTS AND HOLIDAYS

- 14.1 The standard work day shall be in accordance with the applicable Master Agreements. Common start times may be established by the Contractor during the standard work day established by the applicable Master Agreements. The standard work week shall be five (5) consecutive days of work commencing on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 14.2 Common shifts may be established when considered necessary by the Contractor. The Contractor shall provide at least one week notice to the Council prior to any change in shift time. Any shifts established shall continue for the established work week.

- 14.3 Recognized holidays shall be in accordance with the applicable Master Agreements. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate, but in no case shall such overtime rate be more than double the straight time rate.

ARTICLE 15

GENERAL PROVISIONS

- 15.1 If any article or provision of this Agreement shall become invalid, inoperative and/or unenforceable by operation of law or by declaration of any competent authority of the executive, legislative, judicial or administrative branches of the federal or state government, the District, the Contractors and the Council shall suspend the operation of such article or provision during the period of its invalidity, and the District and the Council shall negotiate in its place and stead an article or provision that will satisfy the objections to its validity and that, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question. The new article or provision negotiated by the District and the Council shall be binding on all parties signatory to this Agreement.
- 15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 15.3 Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the Covered Work shall apply.
- 15.4 The provisions of this Agreement shall take precedence over conflicting provisions of any Master Agreement or any other national, area or local collective bargaining agreement, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement. In addition, all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors. Notwithstanding the provisions of this section, Articles 5, 6 and 9 of this Agreement shall apply to all Covered Work.
- 15.4 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

- 15.5 This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any signature pages may be assembled to form a single original document.
- 15.6 To the fullest extent consistent with the applicable Master Agreement and trust agreement, it is agreed that any liability under this Agreement by District, the Council, a Union, or any other Contractor shall be several and not joint. Any alleged breach of this Agreement by a party shall not affect the rights, liabilities, obligations, and duties among the other parties or between that party and any other party.

ARTICLE 16

HELMETS TO HARDHATS

- 16.1 The Contractors and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.
- 16.2 The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contractors and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

ARTICLE 17

DURATION OF AGREEMENT

- 17.1 This Agreement shall remain in full force and effect for a period of two (2) years from the date approved by the District and the Council. The Board of Education shall consider extending the term from year-to-year, up to a maximum of five (5) years, based on performance metrics of the number of workers living within the District; the number of students participating in the internship program; the number of student interns enrolling in approved apprenticeship programs upon

graduation; resource availability of craftsmen as required by the Agreement; and other metrics as determined by the Board for such annual extensions. Notwithstanding the term of the Agreement as set forth above, the Agreement will continue to apply until the completion of all Covered Work pursuant to Section 2.1 where the initial bid for any Construction Contract for a Project is awarded or approved by the Board on or before the date the Agreement terminates.

SIGNATURES

Sacramento City Unified School District

Name:
Title:

Date: _____

Sacramento-Sierra Building and
Construction Trades Council

Name: Kevin Ferreira
Title: President

Date: _____

UNIONS

Asbestos Workers Local #16

Iron Workers Local #118

Asbestos, Lead and Mold Laborers
Local #67

Laborers Local #185

Boilermakers Local #549

Northern California Carpenters Regional
Council on behalf of itself and its affiliated
Local Unions

Bricklayers Local #3

Operating Engineers Local # 3

Cement Masons Local #400

Plasterers & Cement Masons Local #300

District Council #16 International Union of
Painters & Allied Trades

Plumbers & Pipefitters Local #447

Elevator Constructors Local #8

Roofers Local #81

International Brotherhood of Electricians
Local #340

Sheet Metal Workers Local #104

Sprinkler Fitters Local #669

Teamsters Local #150

UA of Journeymen & Apprentices of the
Plumbing & Pipe Fitting Ind. Local #355

ATTACHMENT A

PROJECT LABOR AGREEMENT

Project: _____
Bid Number _____

AGREEMENT TO BE BOUND

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

The undersigned hereby certifies and agrees that:

- 1.) It is a Contractor as that term is defined in Section 1.7 of the Sacramento City Unified School District Agreement (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work (as defined in Section 2.3) on the Project (as defined in Section 1.9), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.
- 2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it 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.
- 3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.
- 4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.
- 5.) It will secure a duly executed Agreement to be Bound, in form identical to this document, from any Contractor(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work, and it will provide a copy of such executed Agreement to be Bound to the Sacramento-Sierra

Building & Construction Trades Council within fifteen (15) days of such contracting or subcontracting in accordance with Section 3.2 of the Agreement.

DATED: _____ Name of Contractor _____

(Authorized Officer & Title)

(Address)

ATTACHMENT B

PROJECT LABOR AGREEMENT

Project: _____
Bid Number _____

Construction Technology Academy. The parties have agreed to work with the Construction Technology Academy ("Academy") operated at the Sacramento City Unified School District's comprehensive high schools to carry out the training and employment objectives of this Attachment B. The overall objectives are to:

- (a) offer opportunities and skills necessary to enter post-secondary study and to pursue lifelong learning within the broader context of the building trades industry and construction management industry; and
- (b) develop and reinforce academic course contents standards in order to maximize career opportunities and technical competency.

Academy Steering Committee. In order to facilitate the goals of the Academy, the District and Council agree to create a steering committee ("Committee") which will conduct meetings as determined by the District during the school year to develop the goals of the Academy; plan for the presentation and content of training lectures to facilitate employable skills in the construction trades; develop a summer schedule for training; organize and develop summer internship positions; assist in planning curriculum scope and sequencing; design co-curricular activities; identify sources for educational and financial support; and otherwise initiate steps to carry out the goals of the Academy.

The committee shall consist of eight (8) members, with three (3) of the members representing building trades JATCs, two (2) members representing the Sacramento-Sierra Building and Construction Trades Council ("Council") and three (3) members representing the District. The Academy Steering Committee, in coordination with the District's Career Services representative, shall develop and implement a plan for annual assessment of the goals and objectives of Attachment B in order to maximize the employability of the summer interns described below. A quorum for the Committee meeting shall be at least one member representing the building trades JATCs; one member representing the Council; and one member representing the District.

- (1) **Annual Training Summer Sessions.** Annual summer intern training sessions developed by the Academy Steering Committee shall be made available for qualified District students nominated by the District and accepted by the Academy Steering Committee.
 - (a) **Purpose of Summer Training Sessions.** The purpose of the summer intern training sessions is to teach the interns employable skills in the construction trades and soft job skills applicable to any job setting. The skills sets to be taught will be determined by the Academy Steering

Committee. Examples of such are work site safety, proper use of construction tools, general employability skills and drug and alcohol information. The sessions shall include classroom and job visit components.

- (b) **Number of Interns.** The goal for the summer programs for the term of the Agreement shall be a maximum of twenty (20) internships available for students nominated by the District and approved by the Academy Steering Committee. The actual number of interns shall be determined and selected by the District.
- (c) **Number and Scope of Training Sessions.** For the first year, the number of summer training sessions shall not be less than eight (8) with each session lasting a minimum of four (4) hours. The scope of the training sessions, and the presenters, shall be developed by the Academy Steering Committee. The location of the summer training centers will be at a JATC and the JATC's will provide presenters. Attendances at the training sessions are mandatory in order to be eligible for a summer internship.

(d) **Cost Sharing.** The Council, through the local Unions, and the District shall share, on a 50/50 basis, the training costs of the interns, which shall equal the transportation costs, lunch costs of the interns (unless provided free by the Unions), and the cost of the District's certificated employee incurred to support the internship program who is assigned to supervise and monitor the interns to facilitate the training.

- (2) **Employment of Interns.** The interns shall be paid an hourly rate as required by law, but not for periods of time attending the classroom training sessions. The training sessions shall occur over a minimum of four (4) and maximum of five (5) weeks. The number of interns each year shall be determined by the District pursuant to (1)(b) above. Due to safety, prevailing wage and state law restrictions, the interns shall not be employed directly on the public works projects that are the subject of the Project Labor Agreement and this Attachment B.
- (3) **Intern Program and Priority on California Apprenticeship Council Approved Program Apprenticeship Lists.**
 - (a) **Post-graduate Training.** The Academy Steering Committee will collaborate with post-graduate training programs, such as the Northern California Construction Training and American River College's Stripe Program, in order to assist graduates in obtaining an internship into a JATC.
 - (b) **Priority on Apprenticeship List.** The training and employment program of the interns shall be developed by the Academy Steering Committee such

that graduating interns shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the building trades to the degree allowed under each JATC's application process including those programs that allow direct entry. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the California Department of Industrial Relations, Division of Apprenticeship Standards, and the standards set forth in the collective bargaining agreements for each building trades union and that any such priority shall be in accordance with such Standards and agreements.

- (4) **District Staff Training.** The parties have also agreed that the Academy Steering Committee will explore opportunities to utilize the Academy's construction skills training program, including work site safety and proper use of construction tools, to enhance the skills of District maintenance and construction staff.
- (5) **Binding Effect.** This Attachment B shall be deemed incorporated into the Agreement as if set forth fully and at length in the Agreement and is binding in accordance with its terms. However, nothing in this Attachment B shall supersede the provisions of the Project Labor Agreement, a Master Agreement or the approved standards for any building trades' union apprenticeship program.