

# Measure G Construction Careers Agreement Amendment #1

**Whereas**, a Construction Careers Agreement (Agreement) was negotiated and entered into on February 16<sup>th</sup>, 2006 between the San Jose Evergreen Community College District (District) together with other contractors and/or subcontractors (Contractor(s)) who have become signatory to the Agreement by signing the “Agreement to be Bound” (Appendix A), the Santa Clara & San Benito Counties Building & Construction Trades Council (Council) and the Local Unions signatory thereto, all in their behalf and on behalf of the Local Unions involved, (Union(s)) for all projects funded by the 2006 Measure G Bond (Appendix C); and

**Whereas**, the District has experienced positive benefits with it’s relationship with the Building Trades Council and its affiliated Unions over the past five years under its Construction Careers Agreement for the 2006 Measure G projects; and

**Whereas**, these benefits have included but were not limited to; increased quality of contractors, increased bidding pool, on time and on budget projects, no labor or other disputes, no work stoppages, reduced litigation and services provided by S4CA that create career opportunities for SJECCD students within the construction industry; and

**Whereas**, the parties to the Agreement mutually desire to amend (“Amendment”) the Agreement and, more specifically, to expand the definition of the “Project” to include additional work; and

## **NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES TO AMEND AND EXTEND THE EXISTING AGREEMENT AS FOLLOWS:**

- 1) The definition of “Project” shall include all work included in the Agreement prior to this Amendment and shall now also include those Projects funded in whole or in part with 2010 Measure G Funds.
- 2) Section 13.1 of the original and current agreement shall no longer apply to any work funded in part or whole by either the 2006 Measure G Bond or the 2010 Measure G bond and will be replaced with a new section 13 that reads as follows:

### *Section 13* JURISDICTIONAL DISPUTES

*13.1 The assignment of Covered 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 the Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.*

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

*13.2.1. For the convenience of the parties, and in recognition of the expense of travel between Northern California and Washington, DC, at the request of any party to a jurisdictional dispute under this Agreement 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 applicable Building and Construction Trades Council. All other procedures shall be as specified in the Plan.*

*13.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Local Council prior to commencing work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.*

3) The Career Component (Appendix B) of the current agreement shall be modified to meet the current needs of the District and shall be done so through the powers of the Joint Administrative Committee as detailed in the existing Agreement (Appendix C).

4) Other than as explicitly set forth herein, this Amendment shall make no other changes, amendments, modifications, additions or deletions to the Agreement.

5) This Amendment shall become effective on the day the District’s governing board ratifies this Amendment, provided that all Union signatories have first executed this Amendment.

6) This Amendment shall be included as a condition of the award of all construction contracts on both 2006 and 2010 Measure G Bond Project(s) and shall continue in full force and effect until the completion of the Project(s).

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

SANTA CLARA & SAN BENITO COUNTIES  
BUILDING & CONSTRUCTION TRADES COUNCIL

By \_\_\_\_\_

CEO

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

San Jose Evergreen Community College District  
(SJECCD)

By \_\_\_\_\_

Chancellor

**UNION SIGNATORIES**

**ASBESTOS WORKERS LOCAL 16**

**BOILERMAKERS LOCAL UNION 549**

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**BAC LOCAL UNION 3**

**IBEW LOCAL 332**

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**ELEVATOR CONSTRUCTORS  
LOCAL UNION 8**

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**IUPAT District Council 16  
Painters & Allied Crafts**

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**IRON WORKERS LOCAL UNION 377**

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**LABORERS LOCAL UNION 270**

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**OPERATING ENGINEERS LOCAL 3**

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**Laborers Local 67**

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**PLASTERERS LOCAL UNION 300**

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**NORTHERN CALIFORNIA CARPENTERS  
REGIONAL COUNCIL**

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**OPERATIVE PLASTERERS AND  
CEMENT MASONS LOCAL UNION  
400**

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**UNITED ASSOCIATION, PLUMBERS &  
FITTERS LOCAL UNION 393**

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**ROOFERS LOCAL UNION 95**

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**SHEET METAL WORKERS  
INTERNATIONAL UNION LOCAL 104**

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**SIGN & DISPLAY & ALLIED  
CRAFTS LOCAL UNION 510**

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**UNITED ASSOCIATION, SPRINKLER  
FITTERS LOCAL UNION 483**

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**TEAMSTERS LOCAL UNION 287**

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