

**CONSTRUCTION CAREERS AGREEMENT  
FOR ALL MEASURE G BOND PROJECTS  
FOR THE  
SAN JOSE EVERGREEN COMMUNITY  
COLLEGE DISTRICT**



# **CONSTRUCTION CAREERS AGREEMENT FOR ALL MEASURE G BOND PROJECTS FOR THE SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT**

## **INTRODUCTION/FINDINGS**

The purpose of this Agreement is to promote efficiency of construction operations during construction of the **San Jose Evergreen Community College District Measure G Bond Projects** (“the **Project**”) and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

**WHEREAS**, the successful completion of the Project is of the utmost importance to the San Jose Evergreen Community College District (“the District”); and

**WHEREAS**, Construction Careers Agreements are intended to eliminate circumvention of prevailing wage rate requirements of the Labor Code; and

**WHEREAS**, large numbers of workers of various skills will be required to complete construction of the Project, including those to be represented by the Unions affiliated with the Santa Clara & San Benito County Building and Construction Trades Council and any other labor organization which are signatories to this Agreement employed by contractors and subcontractors who are signatories to agreements with said labor organizations; and

**WHEREAS**, it is recognized that completion of the Project with multiple contractors and bargaining units on job sites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

**WHEREAS**, the interests of the general public, the District and its students, the Unions and Contractor/Employers are served if the construction of the Project proceeds in an orderly manner without disruption because of strikes, picketing or other legal and recognizable rights of workers; and

**WHEREAS**, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement, so that construction of the Project is not delayed, hindered or disrupted by labor disagreements, labor disturbances or other forms of laborer picketing, strikes or other similar conduct; and

**WHEREAS**, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

**WHEREAS**, the contracts for construction of the Project, or portions thereof will be awarded by the District in accordance with the applicable provisions of the California State Public Contract Code and the California Education Code; and

**WHEREAS**, if the laws governing the District's award of contracts to construct the Project, or portions thereof, require competitive bidding, the District shall have the absolute right to award contracts for construction of the Project, or portions thereof to the responsible bidder submitting the lowest priced Bid Proposal responsive to the material bidding requirements established by the District, or to reject all Bid Proposals.

**WHEREAS**, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project, to include efforts of all parties to recruit bidders to this Project through notification and communication not typically done under non-CCA projects; and

**WHEREAS**, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of Local Area Residents ("LAR", defined in Appendix B) and has identified the need to prepare its students for lifelong careers and continuing education, recognizing the ability of local apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

**WHEREAS**, by requiring, as a condition of performing work on the Project, Contractor/Employers to provide training and employment opportunities to local residents registered in (bona fide) apprenticeship programs, the residents within the District's jurisdictional boundaries and the District benefit.

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

## ARTICLE I DEFINITIONS

**1.1 “Agreement”** means this Construction Careers Agreement plus appendixes A, B and C, including modifications thereto

**1.2 “District”** means the authorized representative of the San Jose Evergreen Community College District.

**1.3 “Contractor/Employer(s)”** means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and enters into a contract with the District or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the District and which incorporate this Agreement.

**1.4 “Construction Contract”** means the public works contract which will include but not be limited to the District, the Program/Construction Manager(s), and all Contractor/Employer(s) performing covered work which is necessary to complete the Project.

**1.5 “Project”** includes and shall apply to all Measure G funded work, including State matching funds for New School Site construction, or School Site Modernizations performed by those Contractors of whatever tier that are awarded contracts by the District done in full or in part with Measure G Bond money, including any State Matching money, as is described in Section (2) of Article II of this Agreement.

**1.6 “Union” or “Unions”** means the Santa Clara & San Benito Counties Building and Construction Trades Council, AFL-CIO (“Council”) and any other labor organization 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 (“Signatory Unions”).

**1.7 “Program/Construction Manager”** means the person or persons or business entity(ies) if so chosen and designated by the District to oversee all or select phases of construction on the Project.

**1.8 “Master Collective Bargaining Agreement(s)”** means the local collective bargaining agreements to which the Union(s) and signatory contractor(s) are bound, copies of which shall be on file with the District Office and are incorporated herein by reference as “Schedule A.” The list of Schedule A Agreements is attached as Appendix C.

**1.9 “Bona Fide Apprenticeship program”** means a program approved by the State Division of Apprenticeship Standards that has graduated apprentices annually for at least the past 5 years. The graduation requirement for each of the preceding 5 years shall not apply to any trade or craft not recognized by the Department of Labor and/or the Division of Apprenticeship Standards as an apprenticeable occupation for more than 9 years immediately prior to the effective date of this Agreement.

**1.10 “Council”** means the Santa Clara & San Benito Counties Building & Construction Trades Council.

**1.11 “CCA”** means Construction Careers Academy sometimes referred to as “Appendix B / Construction Technology Program”

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

**2.1 Parties:** The parties to this Agreement shall be Contractors/Employer(s) (and their subcontractors of all tiers) , the District, the Council and any other labor organization 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. Subcontractors of any tier shall become a party to this Agreement by signing Appendix A, AGREEMENT TO BE BOUND. By signing Appendix A, a subcontractor to a Contractor/Employer does not thereby establish any contractual relationship with the District, except for this Agreement, and the District shall not become party to nor become responsible for the performance of the construction sub-contract between the Contractor/Employer and its subcontractor(s).

**2.2 Project Description:** the Project will include all new construction and the modernization of existing facilities or improvements, and their related facilities; and the improvement of current or to-be-acquired real property to relieve overcrowding of the facilities on these campuses.

**2.3 Project Labor Disputes:** All Project labor disputes involving the application or interpretation of a collective bargaining agreement (as identified in "Schedule A") to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the applicable Schedule A collective bargaining agreement. All disputes relating to the interpretation or application of the Construction Careers Agreement shall be subject to resolution by the Joint Administrative Committee, as described in paragraph 11.1, and the grievance arbitration procedure set forth herein.

**2.4 Exclusions:**

- 1) Subject to the limitations and exclusions set forth herein, this Agreement shall be limited to construction work paid for in full or in part with Measure G bond monies as outlined in 1.5 and 2.2 above.
- 2) The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District, which are outside the scope of the Project as defined herein. The foregoing exclusion shall include without limitation contracts awarded by the District: (a) for maintenance (as that term is used and defined in Public Contract Code §20655; (b) as a result of emergencies pursuant to Public Contract Code §20654;
- 3) Unless covered by a collective bargaining agreement identified in Schedule A hereto, this Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors, office and clerical employees.
- 4) This Agreement shall not apply to employees of the District.
- 5) Work covered by this 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 4, 8, 12, and 13 of this Agreement will apply to such work.

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

- 3.1** By executing the Agreement, the Unions and the Contractor/Employers agree to be bound by each and all of the provisions of the Agreement.
- 3.2** By accepting the award of a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement.
- 3.3** At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of any portion of a Construction Contract subject to this Agreement, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor, as a part of its acceptance of an award of a subcontract to construct a portion of the Project, to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work.
- 3.4** This Agreement shall only be binding on the signatory parties hereto relating to the Project and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

### **ARTICLE IV**

#### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

- 4.1** The Unions, District and Contractor/Employers agree that for the duration of the Project:
- 1) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed by a Contractor/Employer on the Project, at the job site of the Project or at any other facility of the District because of a labor-related dispute on the Project. Disputes arising between the Unions and Contractor/Employers on construction projects excluded from the definition of "Project," or work specifically excluded under section 2.4(5) of this Agreement are not governed by the terms of this section 4.1(1)
  - 2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.
  - 3) If a collective bargaining 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 collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on any Construction 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 collective bargaining agreement is reached between the Union and Employer. If the new or modified collective bargaining agreement reached between the Union and Employer provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified collective bargaining agreement that are applicable to employees employed on the Project within seven (7) days of execution of the new or modified collective bargaining agreement.

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

- 1) A party invoking this procedure shall notify, by facsimile or telephone, the party alleged to be in violation, the District representative, the Council and the involved local Union if a Union is alleged to be in violation of this Article.
- 2) Upon receipt of a notice alleging that a party has breached Article IV, the District shall serve the notice by mail on all other parties to this Agreement and request that the party filing the grievance advise the District of its arbitrator selection preference from the following sources:
  1. Arbitrator John Kagel
  2. Arbitrator Barry Winograd
  3. Arbitrator Gerald McKay

The District will contact the arbitrator and arrange for the arbitration to be held within twenty-four (24) hours of the Notice being served on the parties by the District. The costs of the arbitration shall be borne equally by the party filing the grievance and the party or parties against which the grievance has been filed, with each party bearing their own attorneys fees and costs.

- 3) The District shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.
- 4) The sole issue at the hearing shall be whether or not a violation of Article IV, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The 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 may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.
- 5) Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.
- 6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.
- 7) The fees and expenses of the arbitrator shall be divided equally between the parties to the arbitration.

## **ARTICLE V**

### **PRE-CONSTRUCTION CONFERENCE**

**5.1** A pre-construction conference shall be held when requested by any party to this agreement prior to the commencement of work under a Construction Contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s), the Union(s) and the Project Manager.

## **ARTICLE VI**

### **NO DISCRIMINATION**

**6.1** The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee, or applicant for employment, on the Project.

## **ARTICLE VII**

### **UNION SECURITY**

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

**7.2** No employee covered by this Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership while employed on a Project subject to this Agreement. All employees shall, however, comply with the Union security provision of the applicable Schedule A Agreement for the period during which they are performing Project construction work on the property of the District, except as modified by this Agreement. The Contractor/Employer(s) agrees to deduct initiation fees, Union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the applicable Union or Council.

## **ARTICLE VIII**

### **REFERRAL**

**8.1** The Union(s) shall be the primary source of all craft labor employed on the Project. Contractor/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal or state law.

**8.2** The Parties recognize the District's commitment to provide opportunities to participate on the Project to emerging business enterprises as well as other enterprises that may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their "key" employees on the Project, the parties agree that in those situations where a Contractor/Employer who is not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the local will honor, referral of core non-apprentice persons who have applied to the local Union for Project work and who demonstrate to the local union dispatcher and provide satisfactory proof of all of the following qualifications:

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



(2) have worked a total of at least five thousand (5,000) hours in the appropriate construction craft ;

(3) were on the Contractor's active payroll for at least ninety (90) out of the one-hundred twenty (120) calendar days prior to the contract award; and

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

The Unions will refer to such Contractor one employee from the hiring hall out of work list for each affected craft, and will then refer one of the Contractor's "key" employees as defined above. The process then will be repeated, one and one, until a maximum of five (5) "key" employees have been hired, after which point hiring will be done in accordance to section 8.1 above.

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

**8.4** Unions will exert their utmost efforts to recruit sufficient numbers of skilled craftpersons to fulfill the requirements of the Contractor/ Employer(s), including preferential dispatch if permissible under applicable laws and hiring hall policies/bylaws. Additionally the Parties to this Agreement, including the program/construction manager(s), support the development of increased numbers of skilled construction workers from the residents of the San Jose Evergreen Community College District boundaries to meeting the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the local Unions and the standards of the Apprenticeship programs, of qualified residents residing in the following zip codes listed in (Appendix B) in partnership with the program/construction manager(s), as journeymen and apprentices on the Project including entrance into such apprenticeship programs as may be operated by the signatory Unions. Additionally all Contractor/ Employer(s) and program/construction manager(s) under contract to the District for the Project will sponsor and participate in an Construction Careers Academy in conjunction with the parties to this agreement as outlined in (Appendix B).

**8.5** Each Contractor/Employer or subcontractor performing work on the Project shall, for each apprenticeable craft that it employs, employ on its regular workforce the ratio of apprentices as required by Labor Code Section 1777.5 who are enrolled and participating in a "bona fide" apprenticeship program. Prior to commencing work on the Project, each Contractor/Employer or subcontractor must file with the District a certification of its compliance with this requirement and disclosing the identity of the "bona fide" apprenticeship program(s) from which it will obtain apprentices for work on the Project.

**8.6** The Parties recognize the Councils' participation in the "Helmets-to-Hardhats" program and the District's desire to facilitate the entry into the Building and Construction Trades of veterans who are interested in careers in the building and construction industry. The Unions agree to utilize services for the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs of such veterans. The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project. To the extent permitted by law the Unions will give credit to such veterans for bona fide, provable past experience. The experience and practical knowledge of veterans will be reviewed and tested by the applicable Joint Apprenticeship Training Committee. Applicants will be placed at the appropriate stage of apprenticeship or at the journey level as the case

may be. Final decision will be the responsibility of the applicable Joint Apprenticeship Training Committee.

## **ARTICLE IX**

### **WAGES, HOURS AND FRINGE BENEFITS**

**9.1** The wages, hours, fringe benefits and terms and conditions of employment on the Project shall be governed by the applicable Schedule A of the affected craft(s) as listed in appendix C.

**9.2** All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds in the amounts designated in the Master Agreements of the appropriate local unions for those employees so defined in article 7.2. The Contractor/Employers shall not be required to pay contributions to any other trust funds to satisfy their obligation under this Article except that Contractor/Employers who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.

**9.3** By signing this Agreement, the Contractor/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

## **ARTICLE X**

### **COMPLIANCE**

**10.1** It shall be the responsibility of the Contractor/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. The District through the services of the program/construction manager(s) shall monitor compliance with the prevailing wage and public works requirements of the State of California, and institute compliance enforcement measures to ensure the Contractor/Employer's compliance with the contract conditions of the construction contract.

## **ARTICLE XI**

### **JOINT ADMINISTRATIVE COMMITTEE**

**11.1** The parties to this Agreement shall establish a four (4) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the District and two (2) representatives of the signatory Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required but not less than once each 3-months to review the implementation of the Agreement and the progress of the Project and resolve problems by majority vote, with such resolutions to be binding on all signatories of the Agreement as provided herein. If the resolution to the problem brought before the Joint Administrative Committee requires a change, amendment, addition to or deduction from any provision of this agreement, the Joint Administrative Committee shall have the power to make this resolution by majority vote, such resolution to become effective upon approval of the District and the Unions signatory to this agreement. If the problem arises out of the meaning, interpretation or application of the provisions of this agreement, and the Committee is unable to resolve the matter by majority vote, the problem will be referred to the procedure set forth in article XII for final and binding resolution.

## **ARTICLE XII**

### **GRIEVANCE ARBITRATION PROCEDURE**

**12.1** The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a contractor on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits may be extended by mutual written agreement of the parties.

**12.2** Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Joint Administrative Committee), to confer in an attempt to resolve the grievance. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon), it may be referred within five (5) business days by either party to Step 3.

Step 3: Within five (5) business days after referral of a dispute to Step 3, the party filing the grievance will advise the District of its arbitrator selection preference from the following sources:

1. Arbitrator John Kagel
2. Arbitrator Barry Winograd
3. Arbitrator Gerald McKay

The District will contact the arbitrator and arrange for the arbitration to be held as soon as possible. The costs of the arbitration shall be borne equally by the party filing the grievance and the party or parties against which the grievance has been filed, with each party bearing their own attorneys fees and costs. It is understood that this grievance arbitration procedure will be used to resolve disputes regarding the language of the Construction Careers Agreement, but will not be used to resolve disputes over language of Schedule A contract. Those disputes will be resolved under the dispute resolution procedures contained in the Schedule A contract. The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties.

The Arbitrator shall arrange for a hearing as soon as practicable from the date of his/her selection. A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time,

shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

### **ARTICLE XIII**

#### **JURISDICTIONAL DISPUTES**

**13.1** 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.

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 will 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 plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department or any local, regional or State plan, provided all parties to the dispute are already 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 immediately and fully comply with a final decision rendered in any jurisdictional dispute, the District, 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 crafts.

**13.2** If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the District and/or the Contractor/Employer affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages.

### **ARTICLE XIV**

#### **MANAGEMENT RIGHTS**

**14.1** The Contractor/Employer(s) shall retain full and exclusive authority for the management of their business operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, however, the lawful manning provisions of the applicable Schedule A shall be recognized on the Project.

**ARTICLE XV**  
**SAVINGS CLAUSE**

**15.1** The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

**ARTICLE XVI**  
**TERM**

**16.1** The Agreement shall be included as a condition of the award of all construction contracts on the Project.

**16.2** The Agreement shall continue in full force and effect until the completion of the Project.

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

SANTA CLARA & SAN BENITO COUNTIES  
BUILDING & CONSTRUCTION TRADES  
COUNCIL

By \_\_\_\_\_  
CEO

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

PROJECT MANAGER

By \_\_\_\_\_

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

SAN JOSE EVERGREEN COMMUNITY  
COLLEGE DISTRICT (DISTRICT)

By \_\_\_\_\_

#### UNION SIGNATORIES

**ASBESTOS WORKERS LOCAL 16**

**BOILERMAKERS LOCAL UNION 549**

\_\_\_\_\_  
**BAC LOCAL UNION 3**

\_\_\_\_\_  
**IBEW LOCAL 332**

\_\_\_\_\_  
**ELEVATOR CONSTRUCTORS  
LOCAL UNION 8**

\_\_\_\_\_  
**PAINTERS DISTRICT COUNCIL 16**  
(Painters local 507 / Glaziers Local 1621 / Carpet & Soft tile  
Local 12)

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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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**NORTHERN CALIFORNIA  
CARPENTERS REGIONAL COUNCIL**

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**PLASTERERS LOCAL UNION 300**

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**TEAMSTERS LOCAL UNION 287**

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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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## **APPENDIX A. AGREEMENT TO BE BOUND**

The undersigned, \_\_\_\_\_  
 [Name of Contractor/Subcontractor] as a Contractor or Subcontractor ("Employer") performing Work on the San Jose Evergreen Community College District Project, which is paid for, in full or in part, with Measure G bond monies, including state matching monies (hereinafter "Project"), agree as follows:

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 Construction Careers Agreement for the Project (hereinafter "Agreement"), a copy of which was received and is acknowledged, we hereby:

1. Accept and agree to be bound by the terms and conditions of the Agreement and all appendixes, together with any and all amendments and supplements now existing or made subsequent to our execution of this Agreement;
2. Certify that we have no commitments or agreements which would preclude our full and complete compliance with the terms and conditions of said Agreement;
3. Agree to secure from any Contractor (as defined in said Agreement) which is or becomes our subcontractor (of any tier), and from any successor therefore, a duly executed Agreement to be Bound in form identical to this document.
4. Employer agrees that it shall be bound by all applicable trust agreements and plans for the provision of such fringe benefits as accrue to the direct benefit of the employees including, but not limited to, Health and Welfare, Pension, Training, Vacation and/or other direct benefits provided pursuant to the appropriate craft agreement contained in Schedule "A" of the Project Agreement.

Date \_\_\_\_\_ Company Name \_\_\_\_\_

Name of Prime Contractor or  
 Higher Level Subcontractor \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ Contractor's License # \_\_\_\_\_

Project Name \_\_\_\_\_ Bid # \_\_\_\_\_



## **APPENDIX B**

***San José City College's Construction Technology Program.*** San José City College currently offers a state-approved Construction Technology Program leading to three certificates (Management, Residential Maintenance, and Certificate of Achievement) and/or an Associate of Science or Associate of Arts degree. The overall objectives of this program are to (a) prepare students for immediate employment in the field of construction, (b) provide skills for advancement within a construction trade, (c) provide skills for employment or self-employment as a contractor, and/or (d) offer opportunities and skills necessary to transfer to a baccalaureate institution. The purpose of this partnership is to add an additional student learning outcome: exposure and awareness of apprenticeship opportunities and attainment of math and workplace skills to be competitive apprenticeship applicants.

***Updating of SJCC's Industry Steering Committee.*** In order to facilitate the goals of this partnership, the District and Council agree to modify SJCC's existing industry steering committee which will conduct ***meetings*** *at least twice* per academic year. Additional meetings will be convened as necessary for goal attainment. The ***purpose*** of the advisory steering committee is to assist in program improvement.

The ***objectives*** of the steering committee are to:

- articulate long-term and short-term goals and objectives for the group,
- develop and implement an annual plan of action/program of work,
- regularly review curricula to determine if they are meeting the needs of the students and the projected employment needs of business and industry,
- promote and publicize the program,
- review yearly outcome data from the program, and
- assess the impact of recommendations.
- develop local articulation agreements with regional high school districts.

The steering committee shall make recommendations to the program administrator and faculty.

The committee shall consist of ***members*** who represent the trade JATCs, the Building Trades Council, construction employers/industry professionals or Associations representing those professionals, SJCC (including one administrator and program faculty, and bond program representative), and a current student or graduate from the Construction Technology program, and a local high school representative.

***Selection criteria*** for committee membership should include occupational expertise, industry perspective, peer recognition, interest in students, commitment, and diversity. The Committee (a) establishes processes for member recruitment, selection, appointment, and retirement, (b) conducts member orientation, relationship building, development, and evaluation, and (c) formally recognizes member contributions.

The ***committee shall*** (a) elect officers on a regular, systematic basis, (b) meet often enough to establish working relationships and accomplish their workplan, (c) conduct well-attended meetings with a clear purpose and agenda, (d) maintain a record of recommendations and/or actions that is distributed to the appropriate administrators and members, (e) require active participation from school/college staff, (f) use effective group process in decision-making, and (g) have sufficient administrative and clerical support to meet its goals. The ***officers*** shall include a chairperson, vice-chairperson, and secretary. The chairperson should be a member not employed by the district. The chairperson presides at meetings, works closely with college officials, calls meetings, plans agendas, appoints subcommittees, and ensures that the advisory committee participates in an annual review of the program. A vice-chairperson is elected to serve in the absence of the chairperson. A district member will serve as secretary. The secretary will perform the usual functions of announcing meetings, communicating information, recording and mailing copies of the minutes to all committee members. Minutes of each formal meeting will be kept on file by the secretary, dean, and vice president.

***Activities*** of the advisory steering committee will be part of an annual workplan related to meeting annual objectives. Examples of possible activities include (and are not limited to):

#### Curriculum and Instruction

- Analyze course content and sequence
- Compare content with occupational competencies
- Assist in developing and validating tests
- Advise on labor market needs and trends
- Identify the need for new programs or areas of concentration
- Review, recommend, and assist in obtaining instructional materials
- Recommend safety policies and procedures
- Identify and expand the use of new technologies in instruction

#### Program Review

- Review and recommend program and student learning outcomes
- Participate in program evaluation and recommend evaluation criteria
- Compare student performance standards to business/industry standards
- Assess, recommend, and/or provide equipment and facilities
- Evaluate the quality and quantity of graduates and job placement
- Conduct community and occupational surveys
- Participate in long-term planning

#### Recruitment and Job Placement

- Assist in reviewing teacher selection criteria and screening
- Assist in recruiting new staff and potential students
- Notify instructors of job openings
- Provide or obtain cooperative work experiences, internships/externships, work/study, or work-based learning opportunities for students
- Assist students in developing resumes and interviewing skills
- Assist with career days/job fairs

- Hire graduates/program completers

#### Staff Development

- Provide staff development activities for faculty
- Provide instructors with retraining/back-to-industry and summer opportunities for technical upgrading
- Review professional development plans
- Support staff attendance at conferences
- Conduct workplace tours

#### Student Organizations

- Assist in developing and judging competitive skill events
- Sponsor student organization activities and assist in fundraising
- Conduct leadership development activities
- Assist students with career development
- Evaluate student portfolios

#### Community/Public Relations

- Interpret the Construction Technology program to employers, community, and the media
- Present programs to community groups
- Establish or participate in programs to recognize outstanding students, teachers, and community leaders
- Assist in developing a marketing plan

#### Resources

- Assist in budget development and review
- Conduct fundraising activities and make or obtain donations
- Establish scholarships and awards
- Provide tours and field trips, job shadowing experiences, and speakers
- Leverage community resources and broker community partnerships
- Work cooperatively on grant proposals and implementation as appropriate

#### Legislation

- Advocate for programs with legislators
- Arrange tours of programs for legislators
- Involve legislators in program events
- Update programs on legislative actions

***Binding Effect.*** This Agreement is binding on all contractors performing work on the project of any tier and the (to be determined), as per Appendix B to this Construction Careers Agreement, and their successors and assigns. However, nothing in this Appendix B shall supersede the provisions of the Construction Careers Agreement, a schedule “A” labor agreement or the approved standards for any Building Trades apprenticeship program.

### **AGREEMENT OF CONTRACTORS**

I, \_\_\_\_\_, by affixing my signature hereto, understand that with the support of the Building and Construction Trades Council, the Contractor(s) has agreed to work with the District and the Industry Steering Committee to provide construction employment opportunities on this project, for people who reside in the zip code areas covered by the District. The Industry Steering Committee will recruit, screen, and refer qualified individuals for employment opportunities through the building and construction trades unions.

The Committee will also provide retention services to individuals referred to this project for employment. *(to be determined)* will serve as the lead agency for the committee, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a contractor on this project, my participation in the Committee’s employment program is mandatory and is a material term of my contract with the General Contractor. Specifically, I agree to comply with the following requirements:

- 1) To contact and provide the following information to *(to be determined)* of all apprentice level job openings on this project in a timely manner:
  - a) description of the job, including the trade;
  - b) specific qualifications, skills, and any other job requirements;
  - c) person’s name and telephone number at my business who will be responsible for answering questions regarding the job opening; and description of how applicants should apply for the job.

The information described in this provision will be provided to (to be determined) no later than when my business sends a job order to the appropriate building and constructions trades union for the job opening.

2) To work cooperatively with the (to be determined) and make good faith efforts to employ qualified individuals referred by the (to be determined). “Good faith efforts” as it applies to this project shall mean:

a) To offer the (to be determined) the first opportunity to provide qualified individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

b) To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications; To request construction trades unions to dispatch qualified individuals referred by the Committee by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

c) To make best efforts to hire candidates referred by the Committee when they are equally or better qualified than all other job applicants for the particular job opening. Offer the (to be determined) the first opportunity to provide qualified individuals for employment.

d) Good faith efforts will have been met if contractor employs one or more apprentices from the required zip codes on this project or other projects not proprietary to the District.

e) Failure to employ one or more apprentices from the following zip code will require employer to employ local student(s) from the required zip codes that have participated in the Construction Careers Academy by the District in

work positions when such student(s) are available for dispatch from the (to be determined).

3) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the Committee upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in this project's Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this project.

Date \_\_\_\_\_ Company Name \_\_\_\_\_

Name of Prime Contractor or  
Higher Level Subcontractor \_\_\_\_\_

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Title \_\_\_\_\_ Contractor's License # \_\_\_\_\_

Project Name \_\_\_\_\_ Bid # \_\_\_\_\_