

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN THE

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

AND

SAN BERNARDINO – RIVERSIDE
BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

Effective Date: February 15, 2025

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**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
COMMUNITY WORKFORCE AGREEMENT**

**FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY MEASURES N & T AND FUTURE BONDS**

This Community Workforce Agreement (hereinafter, "CWA") is entered into this 15th day of February, 2025, by and between the San Bernardino City Unified School District, its successors or assigns, (hereinafter "District"), and the San Bernardino-Riverside Building and Construction Trades Council (hereinafter "Council"), and the signatory Craft Unions and their successors or assigns, (hereinafter, "Unions"). The District, Council and Unions are herein collectively referred to as the "Parties" and individually as a "Party."

ARTICLE 1

RECITALS

WHEREAS, the District undertakes and anticipates undertaking large expenditures of Measures N & T and Future Bond Funds for the demolition, construction, alteration, repair and maintenance of District properties; and

WHEREAS, the District desires of assuring the completion of the construction projects and the related facilities in a professional, confident, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of the District's Projects is of the utmost importance to the general public and the District; and

WHEREAS, the Parties have pledged their full good faith and trust to work towards a mutually satisfactory completion of the Projects and other identified Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Projects and other identified Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple Contractors and bargaining units on the job site, 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 Parties agree that by establishing and stabilizing wages, hours and working conditions for the workers employed on the Projects and other identified Projects, a satisfactory, continuous and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of said Projects; and

WHEREAS, the Parties believe that this CWA provides the District with the opportunity to establish a partnership with the local construction community, respecting the District's Projects, the benefits of which are expected to be: project cost containment, the efficient and economical

completion of projects to secure optimum productivity, a boost to the economy by generating local construction jobs and related jobs, partnering with responsible companies and contractors, and providing for the peaceful settlement of labor disputes and grievances without work interruptions such as strikes, slowdowns or lockouts, thereby promoting the public interest in assuring the timely and economical completion of projects contracted under the CWA; and

WHEREAS, the Parties believe that this CWA will support access for women, veterans, persons of color and economically disadvantaged persons to meaningful work on District Projects covered by the CWA and also support all Contractor efforts and obligations to utilize disadvantaged business enterprise firms; and

WHEREAS, the Parties agree to encourage access to construction careers from local residents with particular focus on those Certified Apprenticeship programs through pre-apprenticeship and construction readiness programs; and

WHEREAS, the Parties believe it is desirable that this CWA apply to contracts for capital improvement work respecting Measures N & T and Future Bond Fund Projects awarded after the Effective Date, as set forth in Section 2.2, and are paid for, in whole or in part, with Measures N & T and Future Bond Fund Projects (hereinafter, "Project Work"); and

WHEREAS, it is understood by the Parties to this CWA that if this CWA is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this CWA, directly or through the Letter of Assent (Attachment A), and to require each of its Subcontractors, of whatever tier, to become bound regardless of Union affiliation. The District shall include, directly or by incorporation by reference, the requirements of this CWA in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District; and

WHEREAS, it is further understood that the District shall actively administer and enforce the obligations of this CWA to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and craft persons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a "Community Workforce Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor and enforce compliance with this CWA; assist, as the authorized representative of the District, in the development and implementation of the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this CWA; and to otherwise implement and administer the CWA; and

WHEREAS, the Council and Unions will work with the District to encourage District residents, including students, to participate in pre-apprenticeship programs and will assist the District in establishing the following: 1) an acceptable curriculum; 2) opportunities for enrollment in apprenticeship programs and pathway by District residents who have completed the pre-apprenticeship program; 3) work based learning opportunities; and 4) establishment of a summer boot camp.

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

The above Recitals are a part of the terms of the CWA and are incorporated herein by reference.

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this CWA which are not otherwise defined herein shall have the meanings ascribed to said terms below. To the extent of any conflict between the definition of a term in this Article and the meaning ascribed to said term in the Recital paragraphs hereof, the definition of said term in this Article shall prevail.

Section 2.1 The term "Contractor" as used in this CWA includes any Contractor to whom the District awards a construction contract for Project Work, and also to Subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a Subcontractor for Project Work.

Section 2.2 "Covered Contract" means a contract (and related subcontracts) for capital improvement work respecting an identified Project contained in Appendix A which is awarded during the term of this CWA or other identified project as determined by the District.

Section 2.3 "Covered Project or Project Work" means a Project that is the subject of a Covered Contract.

Section 2.4 "Union" or "Unions" means any labor organization signatory to this CWA acting in 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.

Section 2.5 The term "Small Business Enterprise" as used in this CWA shall be defined in the same manner as a small business enterprise under California state guidelines and has its primary place of business in San Bernardino County.

Section 2.6 The term "Apprenticeship Program" as used in this CWA shall be defined as a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

Section 2.7 The term "Apprentice" as used in this CWA is an individual registered and indentured in an Apprenticeship Program as defined in Section 2.6.

ARTICLE 3

INTENT AND PURPOSE

Section 3.1 Background. The District's construction and major rehabilitation projects funded by Measures N & T and future bonds will affect school buildings and offices that are owned, leased or controlled by the District. The goal is to provide construction and major

rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the students. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft persons, and the elimination of disruptions or interference with Project Work, adopts this CWA in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that the Project Work be completed on time and within budget.

Section 3.2 Identification and Retention of Skilled Labor and Employment of District Residents. The vast amount of school construction, substantial rehabilitation, and capital improvement work scheduled to be performed as Project Work will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this CWA to use the opportunities provided by the extensive amount of work to be covered by this CWA to identify and promote, through cooperative efforts, programs and procedures which may include programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community (such as pre-apprenticeship and/or job-readiness programs including career technical education programs from the District as identified by the parties, describing opportunities available as a result of the CWA), the interest and involvement of District residents in the construction industry, such as assisting residents in entering the construction trades, and through utilization of the apprenticeship programs, providing training opportunities for those residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Community Workforce Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 3.3 Encouragement of Small Business Enterprise. The Project Work will provide many opportunities for Small Business Enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Community Workforce Coordinator, and other organizations retained by the District for this purpose, to encourage and assist the participation of Small Business Enterprises in Project Work, regardless of union affiliation. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of local small businesses on the Project. Each Party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on projects of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this CWA. Further, the Parties shall ensure that the provisions of this CWA do not inadvertently establish impediments to participation of such Small Business Enterprises and residents of the District.

Section 3.4 Project Cooperation. The Parties recognize that the construction to take place under this CWA involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is

vitality important to the District and the students of the District. The Parties therefore agree that maximum cooperation among all Parties involved is required; and that with construction work of this magnitude, with multiple Contractors and crafts performing work on multiple sites over an extended period of time, it is essential that all Parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Section 3.5 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project Work and to maintain a spirit of harmony, labor-management, peace and stability during the term of this CWA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout.

Section 3.6 Binding CWA on Parties and Inclusion of District Residents and Businesses. By executing this CWA, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this CWA, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

ARTICLE 4

SCOPE OF THE AGREEMENT

Section 4.1 General.

(a) This CWA shall apply to: (i) all construction, rehabilitation and capital improvement work as described in Section 4.2 of this Article, performed by those Contractor(s) of whatever tier. Notwithstanding the foregoing: (i) each Covered Contract shall be awarded in accordance with the applicable provisions of California's Public Contract Code, (ii) the District has the absolute right to award Covered Contracts to the lowest responsible and responsive bidder, and (iii) the District has the absolute right to combine, consolidate or cancel contract(s) or portions of contract(s) for work on Project Work.

(b) The District and/or the Contractors, as appropriate, have the absolute right to award through competitive bidding, lease leaseback, design build or other delivery method contracts or subcontracts on any Project subject to the CWA to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement. Further, if the District enters into a contract subject to Education Code sections 17250.10, *et seq.* and Education Code sections 17406, *et seq.*, this CWA shall be deemed to satisfy the requirements of Education Code sections 17250.25(c)(2)(B) and 17407.5(b)(2).

Section 4.2 Specific. The Covered Projects are defined and limited to:

(a) All construction, major rehabilitation and renovation work related to the Projects described in Appendix A are covered by the terms and conditions of this CWA, and if a bond for

the District is passed by March 2028, then the CWA's terms and conditions will also cover all construction, major rehabilitation and renovation work where the prime multi-trade construction contracts exceed one million five hundred thousand dollars (\$1,500,000.00) and all subcontracts flowing from these prime multi-trade contracts; and

(b) District may at any time, and at its sole discretion, add additional projects under this Agreement not otherwise covered by this Agreement.

(c) Project Work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 4.3 Exclusions. Items specifically excluded from the Scope of this CWA include the following:

(a) The CWA shall be limited to Covered Work, undertaken pursuant to Covered Contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this CWA, or after the expiration or termination of the CWA. In addition, in the event the District does not receive bona fide bids on otherwise Covered Work on or before the deadline for receiving such bids from at least three (3) Responsible Contractors or the lowest responsive and responsible bid on a Covered Project is in excess of twenty percent (20%) of the engineer's estimate (dated 120 days or less from the bid advertisement date), the District reserves the right to reject all bids and re-advertise the Project with or without the application of this CWA; and

(b) This CWA is not intended to, and shall not affect or govern the award of contracts by the District, which are outside the approved scope of a Covered Project. Determination by the District respecting the intended scope of a Covered Project shall be final and binding on all Parties; and

(c) Work of non-manual employees, including but not limited to: superintendents, supervisors, staff engineers, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees; and

(d) Equipment and machinery owned or controlled and operated by the District; and

(e) All employees of the District, Community Workforce Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this CWA; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Material Testers (collectively "Inspectors") are covered crafts under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said crafts.) This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor, Building/Construction

Inspector and Field Soils Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the CWA). Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include Department of State Architects-certified inspectors employed by the District, as included under the scope of this CWA; and

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

(g) Off-site maintenance of leased equipment and on-site supervision of such work; and

(h) Work by employees of a manufacturer or vendor that is not deemed to be covered work under the Master Labor Agreement's and which is necessary to maintain such manufacturer's or vendor's warranties or guaranty; and

(i) Non-construction support services contracted by the District, Community Workforce Coordinator, or Contractor in connection with this Project; and

(j) Off-site laboratory work for testing, and inspections not covered under the Master Labor Agreement's. Surveying, soil testing, and similar work are examples of work ordinarily done by the signatory local unions under MLAs and included in this CWA.

Section 4.4 Awarding of Contracts.

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

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this CWA, shall be required to accept and be bound by the terms and conditions of this CWA, and shall evidence their acceptance by the execution of the CWA or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. It is the prime Contractor with whom the District contracts obligation that no Contractor or Subcontractor shall commence Project Work without first providing a copy of the CWA or Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

Section 4.5 Coverage Exception. This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 4.6 Master Labor Agreements.

(a) The provisions of this CWA, including the Master Labor Agreements or MLAs, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 22.1, and which are incorporated herein by reference) shall apply to the work covered by this CWA, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this CWA. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject covered by the provisions of this CWA is also covered by a Master Labor Agreement, the provisions of this CWA shall apply. Where a subject is covered by a provision of a Master Labor Agreement and not covered by this CWA, the provisions of the Master Labor Agreement shall apply. Any dispute as to the applicable source between this CWA and any Master Labor Agreement for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 12.

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

Section 4.7 The Parties agree that this CWA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This CWA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this CWA.

Section 4.8 Binding Signatories Only. This CWA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 4.9 Other District Work. This CWA shall be limited to the construction work within the Scope of this CWA including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 4.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this CWA, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 4.10 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this CWA shall be several and not joint. The Unions agree that this CWA does not have the effect of creating any joint employment status between or among the District or Community Workforce Coordinator and/or any Contractor.

Section 4.11 Completed Project Work. As areas of Covered Work are accepted by the District, this CWA shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs or modification required by its contract(s) with the District.

ARTICLE 5

UNION RECOGNITION AND EMPLOYMENT

Section 5.1 Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 5.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 5.6 and 6.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Master Labor Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this CWA.

Section 5.3 Referral Procedures.

(a) For signatory Unions to this Agreement having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system and it shall be used

exclusively by such Contractor, except as modified by this CWA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of Small Business Enterprises on the Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

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

(c) All Parties shall comply with the District's policy that no person ineligible for District employment under California Educational Code section 45123 may be present on or around any site during work hours where minors may be present, and all Parties agree to exclude any such individual from any Project site, including at the request of the District or the Community Workforce Coordinator.

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

Section 5.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability, or any other characteristic protected by federal, state or local law. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this CWA which may appear to interfere within a local and small business enterprises successfully bidding for work within the scope of this CWA shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local and small businesses as direct Contractors or suppliers for Project Work.

Section 5.5 Employment of District Residents.

(a) In recognition of the District's mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit

sufficient numbers of skilled craft Local Residents as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact the District and the community surrounding the Project Work will be impacted by the construction of the Project, the Parties agree to support the hiring of workers from the residents of the surrounding areas, and Eligible Veterans, regardless of residency, as well as students in District Adult Schools and students who have graduated from the District, regardless of where they reside or who have successfully completed the Building Trades Multi-Craft Core Curriculum ("MC3") Pre-Apprenticeship Program or the Carpenters Pre-Apprenticeship Program (collectively "Student Graduates"). The Unions agree that they will assert their best efforts to encourage and provide referrals and utilization of qualified workers as follows:

(i) **Tier 1** Qualified individuals residing in the District's service area, as set forth in Appendix C, attached hereto, as well as Eligible Veterans and Student Graduates regardless of where they reside.

(ii) **Tier 2** In the event the Unions exhaust individuals in Tier 1, the Unions shall next dispatch those individuals who reside within San Bernardino County, identified in the zip codes set forth in Appendix C.

(iii) **Tier 3** In the event the Unions have exhausted referral from those individuals within Tier 1 or Tier 2, the Unions shall next dispatch residents of Riverside County identified as Tier 3 as set forth in Appendix C.

Qualified workers in Tier 1, Tier 2, or Tier 3 shall be referred to as "Local Residents" to facilitate dispatch purposes. Only in the event the Unions have no one in its job referral system within Tier 1, Tier 2, or Tier 3, may the Unions refer for employment of a worker who does not fall within Tier 1, Tier 2, or Tier 3.

(b) It is the Parties' goal that fifty percent (50%) of the positions for Project Work for a particular Contractor, by craft, have been filled with those within Tier 1, Tier 2, or Tier 3. The Parties agree to facilitate and encourage the enrollment of District residents into Apprenticeship Programs so that any Local Resident enrolled in an Apprenticeship Program after the effective date of this CWA shall be included in the Tier 1 goal. The Parties further agree to meet regularly to expand Tier 1 workers and opportunities for District residents, as set forth in Section 19.2 To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form, whenever they are requesting the referral of any worker from a Union referral list for any Project Work, a sample of which is attached as Attachment B.

(c) The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Residency goal; and the Contractors and Unions shall cooperate by maintaining adequate records so Contractors can demonstrate to the Community Workforce Coordinator on a guaranteed basis that such goals have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the Union referral process, to register with the appropriate hiring hall, if any.

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

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

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

Section 5.6 Core Employees. Except for Contractors who are directly signatory to a MLA with a signatory Union,

(a) Except as otherwise provided in a MLA to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed in the Contractor's workforce, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 5.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

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

(c) Prior to each Contractor performing any work on the Project, each Contractor shall

provide a list of his core employees to the Community Workforce Coordinator and the Council. Failure to do so in advance of beginning work on the Project will prohibit the Contractor from using any core employees for the duration of the CWA. If there are any questions regarding a core employee's eligibility under this provision, the Contractor hiring any core employee shall provide satisfactory proof (i.e. quarterly tax records, payroll records normally maintained by the Contractor (or officially recognized substitutes), as well as employee check stubs, if available), evidencing the core employee's qualification as a core employee to the Community Workforce Coordinator and the Council.

(d) All core employees shall register with the appropriate hiring hall, if any.

Section 5.7 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may employ or use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source within 48 hours of such applicant being hired. Contractor shall inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 5.8 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 5.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 5.7.

Section 5.9 Union Membership. Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this CWA. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 5.9 is intended to supersede independent requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Project Work.

Section 5.10 Individual Seniority. Except as provided in Section 6.3, individual seniority shall not be recognized or applied to employees working on the Project: provided, however, that group and/or classification seniority in a Union's Master Labor Agreements as of the Effective Date of this CWA shall be recognized for purposes of layoffs.

Section 5.11 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractor. Contractor will provide the Community Workforce Coordinator information related to any worker designated as a "Working Foreman".

ARTICLE 6

UNION ACCESS AND STEWARDS

Section 6.1 Access to Project Sites. Authorized representatives of the Union shall have

access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 6.2 Stewards.

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

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

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

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

Section 6.3 Steward Layoff/Discharge. The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreements, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 6.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this CWA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the other employer not a party to this CWA.

ARTICLE 7

WAGES AND BENEFITS

Section 7.1 Wages. All employees covered by this CWA shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its

effective date under the law. Notwithstanding any other provision of this CWA, this CWA does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from paying all wages set forth in such Agreements.

Section 7.2 Benefits.

(a) Contractors shall pay contributions for all employees to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreements and make all employee-authorized deductions in the amounts designated in the appropriate Master Labor Agreements: provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

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

Section 7.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, shift premiums, hazard pay, scaffold pay and special skills shall not be applicable to work under this CWA, except to the extent provided for in any applicable prevailing wage determination.

Section 7.4 Compliance with Prevailing Wage Laws. All complaints regarding possible prevailing wage violations may be referred to the Community Workforce Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the State Labor Commissioner. To facilitate compliance with applicable prevailing wage laws, the Community Workforce Coordinator and each Contractor agrees to provide copies of certified payroll reports, redacted only to the extent required by law, to the Council (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) calendar days of their request.

ARTICLE 8

WORK STOPPAGES AND LOCKOUTS

Section 8.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines related to the District or Contractors or Subcontractors, whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a material violation of this CWA. The Council and the Union shall take all steps necessary to obtain compliance with this Article, and neither should be held liable for conduct for which it is not responsible.

Section 8.2 Employee Violations. The Contractor may discharge any employee violating Section 8.1 above and any such employee will not be eligible for rehire under this CWA.

Section 8.3 Standing to Enforce. The District, the Community Workforce Coordinator, or any Contractor affected by an alleged violation of Section 8.1 shall have standing and the right to enforce the obligations established therein.

Section 8.4 Expiration of Master Labor Agreements. If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 8.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to its Signatory Contractors to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Signatory Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in San Bernardino County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if a Signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases,

then each affected Signatory Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 8.4.1, above and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 8.4.2, above. To decide between the two options, Signatory Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 8.4.1 above, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option 8.4.2.

(d) Signatory Contractors are defined as contractors independently obligated to one or more Master Labor Agreement.

Section 8.5 No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this CWA. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this CWA, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 8.6 Best Efforts To End Violations.

(a) If a Contractor contends that there is any violation of Section 10.3 or the provisions of Section 23.3, it shall notify, in writing, the Council and the involved Union(s) and the Community Workforce Coordinator. The Council and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Community Workforce Coordinator, setting forth the facts which the Union contends violate the CWA, at least twenty-four (24) hours prior to invoking the procedures of Section 8.7. The Community Workforce Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 8.7 Withholding of services for failure to pay wages and fringe benefits: Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by email transmission to the involved Contractor and the Community Workforce Coordinator. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 8.8 Expedited Enforcement Procedure. Any party, including the District, which is an intended beneficiary of this Article, or the Community Workforce Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 8.1 or 8.5, above, or Section 10.3, or Section 23.3, is alleged.

(a) The Parties will negotiate in good faith to select a mutually agreeable individual to serve as the Permanent Arbitrator under this procedure, as well as two alternate arbitrators who shall be identified as Alternate #1 and Alternate #2. The Party invoking this procedure shall notify the Permanent Arbitrator. If the Permanent Arbitrator is unavailable, the Party invoking this procedure shall first notify Alternate #1. If Alternate #1 is not available, then Alternate #2 shall be selected. If the Parties cannot promptly reach agreement, Najeeb Khoury will serve as the Permanent Arbitrator, Andrea Dooly as Alternate #1, and David Weinberg as Alternate #2. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by email, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this 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 or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 8.1 or 8.5, above, of Section 10.3, or Section 23.3, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to

award damages, (except for damages as set forth in Section 8.8 below) 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 an 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 the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this CWA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 8.7(d) 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 address as shown on this CWA (for a Union), as shown on their business contract for work under this CWA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

Section 8.9 Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 8.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 8.7 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their

behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The Parties agree that project delays caused by violations of this Article will cause the District to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of either of these provisions, the party in breach shall pay to the District the sum of not less than \$5,000.00 and no more than \$10,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the District for the delay specified, but shall not prevent the District from seeking an injunctive or other monetary relief.

ARTICLE 9

[RESERVED]

ARTICLE 10

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 10.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns or other interferences with the work because of jurisdictional disputes between Unions. The assignment of 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 Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 10.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers who are 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 by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions parties to this CWA.

(a) All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 8 (Work Stoppages and Lock-outs), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

(b) If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 10.3 Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

Section 10.4 Pre-job Conference. It is required that a pre-job conference be held at least fourteen (14) days prior to the start of work by the Prime Contractor for the Covered Project covered by this CWA. The Contractors including Subcontractors and owner operators will be advised in advance of the pre-job conference to be conducted by the Community Workforce Coordinator. The purpose of the conference will be to, among other things, determine craft and manpower needs, schedule of work and assignment of work for the Contract and Project Work rules/owner rules. The District's Project Construction Manager (CM) shall be included in all areas of the Project that may interfere with the Project schedule and coordination.

ARTICLE 11

MANAGEMENT RIGHTS

Section 11.1 Contractor and District Rights. The Contractors and the District retain the full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by a specific provision of this Agreement or an applicable Master Labor Agreement. The Contractor and the District's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work; and
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend or discipline their own employees for just cause; and
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 11.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this CWA, the District expressly reserves its management rights and all the rights conferred on it by law and contract. The District's rights (and those of the Community Workforce Coordinator on its behalf) include but are not limited to the right to:

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

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate the instructional programs at various Project sites where school may be in session during periods of construction activity; and

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

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

(e) Investigate and process complaints, through its Community Workforce Coordinator, in the matter set forth in Articles 10 and 12.

Section 11.3 Use of Materials. There should be no limitations or restrictions by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The Community Workforce Coordinator shall enforce as appropriate the off-site application of the prevailing wage law as it affects Project Work.

Section 11.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such

devices or work methods The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 12.

(d) In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee, provided, however, that the manufacturer can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement.

ARTICLE 12

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 12.1 Cooperation and Harmony on Site.

(a) This CWA is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Community Workforce Coordinator, together with the Contractors, to complete the construction of the Project Work economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Community Workforce Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 8 or 10.

(c) The Community Workforce Coordinator shall be responsible for the processing of grievances under this Article and Articles 8 and 10, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to inform the Community Workforce Coordinator, the time limits and deadlines are met.

Section 12.2 Processing Grievances. Any questions arising out of and during the term of this CWA involving its interpretation and application, which includes applicable provisions of the Master Labor Agreements, but not jurisdictional disputes or alleged violations of Section 8.1 and 8.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

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

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

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

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the Community Workforce Coordinator (with copy(ies) to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an Arbitrator, but if they are unable to do so, they shall request the Federal Mediation & Conciliation Service to provide them with a list of seven California arbitrators with experience in the Construction Industry from which the Arbitrator shall be selected. The decision of the Arbitrator shall be final and binding on all Parties. The fees and expenses of such Arbitration shall be borne equally by the involved Contractor(s) and involved local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this CWA.

Section 12.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 8 or 10, with a single exception that any employee discharged for violation of Section 8.2, or Article 10, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 12.4 Notice. The Community Workforce Coordinator (and the District, in the case of any grievance regarding the Scope of this CWA), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Community Workforce Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 13

REGULATORY COMPLIANCE

Section 13.1 Compliance with All Laws. The Council and all Unions, Contractors, Subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Community Workforce Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 13.2 Prevailing Wage Compliance. The Council or Union may refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who may process, investigate and resolve such complaints, consistent with Section 7.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 13.3 Violations of Law. Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its Subcontractors is in such violation, the District, in the absence of the Contractor or Subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 14

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 14.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by the District, the Community Workforce Coordinator or the

Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Community Workforce Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy their obligations under this Section will subject them to discipline, up to and including discharge.

(c) The Parties to this CWA adopt the San Bernardino – Riverside Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment C**, and which shall be the policy and procedure utilized under this CWA.

(d) Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

(e) Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

Section 14.2 Inspection. At the first point of delivery on the jobsite, the inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

ARTICLE 15

TRAVEL AND SUBSISTENCE

Section 15.1 Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this CWA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this CWA shall be provided by the Contractor(s) according to the provision of the Master Labor Agreements.

ARTICLE 16

APPRENTICES

Section 16.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Measures T, N and future bonds. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents, students in District Adult Schools and Student Graduates to commence and progress in

Apprenticeship and/or training programs in the construction industry leading to participation in such Apprenticeship Programs. The District, the Community Workforce Coordinator, other District consultants, the Contractors and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be registered and indentured in an Apprenticeship Program as defined in this Agreement.

Section 16.2 Use of Apprentices.

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District, unless otherwise required by law, shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Council, Apprenticeship Programs and Contractors to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of apprentices.

(d) The Parties agree that apprentices will not be dispatched to Contractors working under this CWA unless there is a journeyperson or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(e) All apprentices shall work under the direct supervision of a journeyperson from the trade in which the apprentice is indentured. A journeyperson shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyperson as a person who has either completed an accredited apprenticeship in their craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyperson in the apprenticeship occupation. Should a question arise as to a journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyperson to the Construction Manager and the Council.

Section 16.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent

and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 19 may be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of Apprenticeship Programs, and to work with representatives of the District's technical schools to discuss appropriate educational and work experience for District students and graduates to gain toward qualifying for entry or advanced level in the Apprenticeship Programs. The Joint Subcommittee will cooperate with and assist the District's Training and Educational Program to facilitate their entrance of qualified applicants into the Apprenticeship Programs. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this CWA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors (or organization to which the Contractors belong) signatory to this CWA and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE 17

LEGAL ACTION

Section 17.1 Legal Action. The District, Council and Unions recognize the substantial legal costs (including all attorneys' fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the District of this CWA, and related to claims directly challenging the legality of this CWA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to immediately review the challenge related to intervention in the legal action and active participation in the litigation or other action to defend the legality of the CWA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the District's counsel, at the Council's own expense, regarding how the Council can best support the District's legal position.

ARTICLE 18

PRE-JOB CONFERENCE

Section 18.1 Work Assignments. Consistent with Section 10.4, each Contractor will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Council, the Community Workforce Coordinator, and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Community Workforce Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the

commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and to the Community Workforce Coordinator.

ARTICLE 19

LABOR/MANAGEMENT COOPERATION

Section 19.1 Joint Committee. The Parties to this CWA may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

Section 19.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the CWA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this CWA. Substantive grievances or disputes arising under Articles 8, 10 or 12 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, shall meet at least one time per year beginning in January 2026 to review such reports and make any recommendations for improvement, if necessary, including expanding the number of Tier 1 workers on CWA Projects and maximizing the opportunities for District residents to enter MC3 and apprenticeship programs, increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for Apprenticeship Programs.

Section 19.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this CWA.

ARTICLE 20

SAVINGS AND SEPARABILITY

Section 20.1 Savings Clause. It is not the intention of the District, the Community Workforce Coordinator, Contractor or the Union Parties to violate any laws governing the subject manner of this CWA. The Parties hereto agree that in the event any provision of this CWA is

finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the CWA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this CWA. Further, the Parties agree that if and when any provision(s) of this CWA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this CWA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this CWA, then the Parties agree that all Project Work that would otherwise be covered by this CWA should be continued to be bid and constructed without application of this CWA so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 20.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the CWA as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to extent legally possible and consistent with the Court's order.

ARTICLE 21

WAIVER

Section 21.1 Waiver. A waiver of or a failure to assert any provisions of this CWA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the CWA or change in the terms and conditions of the CWA and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 22

AMENDMENTS

Section 22.1 The provisions of this CWA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

ARTICLE 23

DURATION OF THE CWA

Section 23.1 Duration. This CWA shall be effective as of February 15, 2025 after it is signed by all Parties ("Effective Date") and shall be subject to renewal by the parties five (5) years after the Effective Date (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). The Parties agree to discuss extensions or modifications of this CWA based on mutual consent.

Section 23.2 Turnover and Final Acceptance of Completed Work.

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

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the CWA will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor.

ARTICLE 24

WORK OPPORTUNITIES PROGRAM

Section 24.1 Work Opportunity Programs. The Parties to this CWA support the development of increased numbers of skilled construction workers from among residents of the District and San Bernardino County to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents and students, the primary goals of which shall be to maximize (1) construction work opportunities for County and District residents, and (2) business opportunities for traditionally underrepresented members of the community, minority and women-owned business, and disabled veteran-owned businesses in the construction industry, the latter goal being consistent with the Government Code requirement that public agencies promote and encourage the use of these organization on public projects. In furtherance of the foregoing, the Unions specifically agree to:

(a) Support entry of District residents, including students, into pre-apprenticeship programs, whereby residents will be trained in a pre-apprenticeship skill to enable them to gain employment/training within the signatory Unions, and inform them of Council and/or Union scholarship opportunities; and

(b) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified District residents as journeypersons, apprentices and trainees on Covered Projects and entrance into such qualified Apprenticeship and Work Readiness or Pre-Apprenticeship training programs as may be operating by signatory Unions; and

(c) The Unions will cooperate with the community representatives to include those from traditionally underrepresented segments of the community, including students in District Adult Schools and Student Graduates, whose task is to achieve the inclusion of historically disadvantaged business and individuals in the construction and employment opportunities created

by this Project; and

(d) The Council and Unions will make best efforts to attend with the District outreach activities to establish or continue to maintain existing centers and programs to facilitate the entry of traditionally disadvantaged members of the District, as well as other members of the District into the building and construction trades. These District programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to a qualified pre-apprenticeship program or apprenticeship program, and referral to hiring halls, and provide tailored orientation for women and disadvantaged groups. The Council and Unions will make best efforts to attend District high school sites to inform District students and employees on the process, availability and opportunities of a career in the local construction trade industry; and

(e) The Unions shall assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership is assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. Consistent with dispatching rules, the Unions shall put on their rolls qualified bona fide District residents for work on this Project;

(f) Upon request, provide the Community Workforce Coordinator contact information for Joint Apprenticeship Committee representatives.

In witness whereof the Parties have caused this Community Workforce Agreement for San Bernardino City Unified School District Construction and Major Rehabilitation Funded by Measures N & T and future bonds to be executed as of the date and year above stated.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Mauricio Arellano, Superintendent

SAN BERNARDINO-RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCIL

Albert Duarte, Executive Director

SAN BERNARDINO – RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 500)	_____
Electricians (Local 477)	_____
Elevator Constructors (Local 18)	_____
Gunitite Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Southern California District Council of Laborers	_____
LiUNA (Local 1184)	_____
LiUNA (Plaster Tenders Local 1414)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers Local 364)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Plasterers (Local 200)	_____
Roofers & Waterproofers (Local 220)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 166)	_____
Western States Regional Council of Carpenters	_____

ATTACHMENT A - LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[CONTRACTOR'S LETTERHEAD]

DATE

Community Workforce Coordinator

[Address]

[Address]

Attention: _____

Re: San Bernardino City Unified School District Agreement for Construction and Major Rehabilitation

To whom it may concern:

This is to confirm [Name of Company] agrees to be party to and bound by the San Bernardino City Unified School District Community Workforce Agreement - For Construction and Major Rehabilitation effective February 15, 2025 as such Agreement may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [District Contract No. _____ and Name of Project/School], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

[Name and Title of Authorized Executive]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

Project Name: _____

[Copies of this Letter must be submitted to the Community Workforce Coordinator and to the Council consistent with Article 4, Section 4.4(b)]

ATTACHMENT B – CRAFT REQUEST FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

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

The San Bernardino City Unified School District Community Workforce Agreement establishes a goal that 50% of all of the labor and craft positions shall be from qualified workers: first, residents of any municipality of which any geographic portion falls within the District’s service area, as well as Veterans and students which have graduated from the MC3 program, the Carpenter’s Program, or the District’s program, regardless of where they reside, second, qualified workers residing within the remaining zip codes of San Bernardino County, and third, qualified workers residing in Riverside County. For Dispatch purposes, employees residing within any of these areas, as well as Veterans and Students Graduates, regardless of where they reside, shall be referred to as Local Residents.

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

CONTRACTOR USE ONLY

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

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

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

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

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

UNION USE ONLY

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

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYPERSON	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

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

ATTACHMENT C

SAN BERNARDINO – RIVERSIDE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

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

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

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

a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business

Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

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

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

g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:

1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Community Workforce Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

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

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

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

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

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

d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

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

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

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the

remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

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

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

12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

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

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

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

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

APPENDIX A – PROJECT LIST

1. Arrowview Middle School Modernization
2. Arroyo Valley School Sports Lighting
3. Arroyo Valley High School Modernization
4. Cajon High School Classroom Addition and Modernization
5. Golden Valley Middle School Gymnasium Addition
6. Harmon Elementary Modernization
7. Indian Springs High School Sports Lighting and Student Based Health Clinic
8. King Middle School Gymnasium Addition
9. North Verdemont Elementary Building Addition
10. Pacific High School Sports Lighting
11. Palm Elementary Modernization
12. San Bernardino City Unified School District Health Clinic
13. Sturges Center Historical Renovation

APPENDIX B – WORKFORCE OPPORTUNITY LETTER

The San Bernardino-Riverside Building & Construction Trades Council ("Council") and its affiliated unions (collectively "Unions") are committed to facilitating and promoting pathways for students, Student Graduates, and residents of the San Bernardino City Unified School District ("District") to enter the building and construction trades. Specifically, the Unions commit to taking the following actions to promote work opportunities for students and residents of the District:

- Training and work opportunities as set forth in Article 5 of the CWA;
- The Council will work with the District to arrange for tours by career counselors at the affiliated Unions' apprenticeship programs in San Bernardino County, so that the counselors are aware of the career opportunities that exist for District students within the building and construction trades;
- The Council will make best efforts to attend the District's presentations at the District regarding the Unions' apprenticeship and pre-apprenticeship programs and opportunities for careers in the construction industry;
- The Council will attend District orientations for local contractors regarding this CWA;
- The Council will work with its affiliated Unions to inform local signatory contractors of the opportunities to bid on Projects under this CWA;
- The Council will work with the District to identify additional opportunities (such as career fairs, in-class presentations, etc.) for outreach to District students, Student Graduates, and residents regarding construction careers.

APPENDIX C

Tier 1:

All residents within the District's service area

Tier 2:

San Bernardino County Residents

Tier 3:

Riverside County Residents)