SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

Effective Date: 12/12/13

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SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION

This Community Benefits Agreement (hereinafter, "CBA") is entered into this 11th day of December, 2013, by and between the Southwestern Community College District, its successors or assigns, (hereinafter "District") and the San Diego Building and Construction Trades Council (hereinafter "Council"), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the "Union" or "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 Proposition R 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 Proposition R 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 Proposition R 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 Proposition R 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 Proposition R 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 CBA provides the District with the opportunity

to establish a partnership with the local construction labor community respecting the District's Proposition R 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 CBA; and

WHEREAS, the Parties believe it is desirable that this CBA apply to contracts for capital improvement work respecting Proposition R Projects awarded after the Effective Date, as set forth in Section 2.2, and are paid for, in whole or in part, with Proposition R Funds, and other identified projects whether funded by Proposition R or not (hereinafter, "Covered Contracts");

WHEREAS, it is understood by the Parties to this CBA that if this CBA 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 CBA, directly or through the Letter of Assent ("Attachment A"), and to require each of its Subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this CBA 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 CBA 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 "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor and enforce compliance with this CBA; 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 CBA; and to otherwise implement and administer the CBA.

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

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

ARTICLE 2

DEFINITIONS

Capitalized terms utilized in this CBA 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 CBA 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 CBA 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 CBA 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 "Responsible Contractor" as used in this CBA shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation, union trust funds, and Contractor licensing.

Section 2.6 The term "Small Business Enterprise" as used in this CBA 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 Diego County.

Section 2.7 The term "Apprenticeship Program" as used in this CBA shall be defined as a Joint Labor-Management Apprenticeship Program certified by the State of California as provided in the Schedule A's.

ARTICLE 3

INTENT AND PURPOSE

Section 3.1 Background. The District's construction and major rehabilitation projects funded by Proposition R 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 CBA 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 pursuant to Proposition R will require large

numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this CBA to use the opportunities provided by the extensive amount of work to be covered by this CBA to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the CBA), 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 Project Labor 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 Project Labor Coordinator, and other organizations retained by the District for this purpose, to encourage and assist the participation of Small Business Enterprises in Project Work. 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 CBA. Further, the Parties shall ensure that the provisions of this CBA 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 CBA 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 vitally 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 CBA, 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 CBA on Parties and Inclusion of District Residents and Businesses. By executing this CBA, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this CBA, 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. This CBA 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 Proposition R Projects.

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 CBA; and

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of work not described in Appendix A under this CBA which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered in Appendix A.

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

(a) The CBA 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 CBA, or after the expiration or termination of the CBA. 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 ten percent (10%) of the engineer's estimate, the District reserves the right to reject all bids and re-advertise the Project with or without the application of this CBA; and

(b) This CBA 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, quality control and quality assurance personnel, 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, Project Labor 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 CBA; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (Inspectors) are a covered craft under the CBA (This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft). Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CBA). Nothing in this section will be construed to include Department of State Architects-certified inspectors as included under the scope of this CBA; and

(f) Any work performed on or near or leading to or into a site of work covered by this CBA 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 CBA); 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 Schedule A'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, Project Labor Coordinator, or Contractor in connection with this Project; and

(j) Laboratory work for testing. Inspections not ordinarily done by the signatory local unions. Surveying, soil testing, and similar work are examples of work ordinarily done by the signatory local unions and included in this CBA.

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 CBA should such Contractor be awarded work covered by this CBA.

(b) It is agreed that all Contractors and Subcontractors of whatever tier, who have been awarded contracts for Covered Work by this CBA, shall be required to accept and be bound by the terms and conditions of this CBA, and shall evidence their acceptance by the execution of the CBA or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or Subcontractor shall commence Project Work without first providing a copy of the CBA or Letter of Assent as executed by it to the Project Labor Coordinator and to the Council and have a pre-job conference fourteen (14) days before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or Subcontractor), whichever occurs later.

(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. The Parties agree and understand that this CBA shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such work determines that it will not fund if such Project Work is covered by this CBA; or a law regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this CBA with any governmental agency or granting authority.

Section 4.6 Schedule A's.

(a) The provisions of this CBA, including the Schedule A's, (which are the local Master Labor 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 23.3, and which are incorporated herein by reference) shall apply to the work covered by this CBA, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this CBA. Where a subject covered by the provisions of this CBA is also covered by a Schedule A, the provisions of this CBA shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this CBA, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this CBA and any Schedule A 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 CBA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this CBA, 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 CBA (provided, however, that the Contractor may be required to sign an uniformly applied non-discriminatory

Participation or 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 CBA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this CBA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its Subcontractors sign the documents with the appropriate Union prior to the Subcontractor beginning Project Work.

Section 4.7 The Parties agree that this CBA 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 CBA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this CBA.

Section 4.8 Binding Signatories Only. This CBA 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 CBA shall be limited to the construction work within the Scope of this CBA 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 CBA, 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 CBA shall be several and not joint. The Unions agree that this CBA does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 4.11 Completed Project Work. As areas of Covered Work are accepted by the District, this CBA 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, modification, check-out and/or warranties functions required by its contract(s) with the District.

Section 4.12 Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 12 (Settlement of Grievances and Disputes) and Article 10 (Work Assignments and Jurisdictional Disputes) of this CBA, which shall apply to such work.

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 Schedule A; 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 CBA.

Section 5.3 Referral Procedures.

(a) For signatory Unions to this Agreement having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this CBA. 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 Project Labor 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) 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 on the basis of race, color, religion, gender, national origin, age, union status, sex,

sexual orientation, marital status, political affiliation, or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of Small Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this CBA which may appear to interfere with a Small Business Enterprises successfully bidding for work within the scope of this CBA 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 Small Business Enterprises as direct contractors or suppliers on 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, residents of the District shall be first referred for Project Work, including journeyperson, apprentice, or other positions which may be established under a Schedule A and covered by the applicable prevailing wage for utilization on Project Work. In the event a Union exhausts individuals in its job referral system who are residents of the District, the Union shall next dispatch residents of San Diego County prior to the dispatch of any other applicant. Only in the event the Union has no one in its job referral system who are residents of the District or San Diego County, may the Union refer for employment a worker who lives outside these geographic areas. It is the Parties goal that ninety (90%) percent of the positions for Project Work for a particular Contractor (including the Contractor's "core employees") by craft, have been filled with residents of San Diego County of which thirty-five (35%) percent should be residents within the District. To facilitate the dispatch of local residents all Contractors will be required to utilize the Craft Employee Request Form for Covered Projects, a sample of which is attached as Attachment B.

(b) The Project Labor 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 to demonstrate to the Project Labor 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.

Section 5.6 Core Employees. Except for Contractors who are signatory to separate collective bargaining agreement(s) with a signatory Union,

(a) All Contractors, including Subcontractors, 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, and a second employee through the referral system, and so on until up to five (5) members of Contractor's core work force are employed on Project Work. Once a maximum of five (5) core employees are employed, all further employees shall be employed pursuant to the dispatch provisions of this Article. It is agreed that the first three (3) core employees must be residents of the District and the remaining two (2) employees may be residents of the District or County. In laying off, the number of core employees shall not exceed

one-half plus one of the workforce of a Contractor with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available.

(b) The core work force is comprised of those employees:

(1) whose names appeared on the Contractor's active payroll for at least thirty (30) of the last one-hundred eighty (180) working days before award of the Project Work to the Contractor; and

(2) who possess any license required by state or federal law for the Project Work to be performed; and

(3) who have the ability to safely perform the basic functions of the applicable trade; and

(4) who are residents of the District or County on the effective date of this CBA, or have been residents of the District or County for one-hundred eighty (180) days prior to the award of Project Work to the Contractor.

(c) If there are any questions regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through driver's license, voter registration, postal address, or other official acknowledgements.

(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 of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may employ core employees without reference to the ratio requirements in Section 5.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly 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. No employee covered by this CBA shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this CBA. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work

to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly working dues and fees uniformly required for membership.

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 Schedule A as of the Effective Date of this CBA 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, consistent with the Schedule A's. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

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 his/her 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 not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her 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 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 Schedule A, 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 CBA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a party to this CBA.

ARTICLE 7

WAGES AND BENEFITS

Section 7.1 Wages. All employees covered by this CBA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate in accordance with the California Labor Code. If the prevailing wage laws are repealed during the term of this CBA, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this CBA.

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 Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A: provided, however, that the Contractor and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

(b) Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. Contractors who believe their benefit plans are equal to or better than those designated in the Schedule A's must submit their fringe benefit packages to the Project Labor Coordinator for evaluation by the Project Labor Coordinator at least fourteen (14) days prior to bidding. The Project Labor Coordinator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. Any appeal of the Project Labor Coordinator's decision must be made within seven (7) days to the Joint Committee

under Article 19. Contractors may only take credit against the prevailing wage for its core work force in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(c) Where applicable, 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 successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(d) Each Contractor and Subcontractor is required to certify to the Project Labor 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 Project Labor Coordinator, the Project Labor 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 CBA, 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 Project Labor 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 District and each Contractor agrees to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) 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 or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or Subcontractors, including, but not limited to, economic strikes,

unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes 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 CBA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.

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 CBA.

Section 8.3 Standing to Enforce. The District, the Project Labor 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 Schedule A's. If a collective bargaining agreement between a Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on any Covered Project and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Covered Work under the agreement until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this CBA and the Prevailing Wage Statute, with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at no cost to the District. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of a Schedule A agreement. Should a Contractor engaged in Project Work enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Section 23.3.

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 CBA. 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 CBA, 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 of the involved Union(s) and the Project Labor 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 Project Labor Coordinator, setting forth the facts which the Union contends violate the CBA, at least twenty-four (24) hours prior to invoking the procedures of Section 8.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 8.7 Expedited Enforcement Procedure. Any party, including the District, which is an intended beneficiary of this Article, or the Project Labor 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 party invoking this procedure shall notify Louis Zigman, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. 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 telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her 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 CBA 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 CBA (for a Union), as shown on their business contract for work under this CBA (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 8.8 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 $10,000.00 and no more than $20,000.00 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, including termination of this CBA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the District pursuant to section 1671 of the California Civil Code.

ARTICLE 9

RIGHTS UPON BREACH

Section 9.1 Breach of CBA. In the event the District, Union(s) or Council is found to have committed a breach of this CBA, including without limitation, Articles 6, 8 and 10, the District, Union(s) or Council shall have the right, in additional to any other rights the parties may have under this CBA in law or equity, immediately and unilaterally, to terminate this CBA effective upon delivery of written notification to the other party. In such event, the CBA shall terminate as to any or all Covered Projects, in the terminating party's sole and absolute discretion, notwithstanding that a Covered Project or Projects may then already be in progress.

ARTICLE 10

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 10.1 No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slow downs 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 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 CBA.

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.

Section 10.2.1 If a dispute arising under this Article involves the Southwest 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, Thomas Angelo, 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. In order to avoid jurisdictional disputes, it is required that a pre-job conference be held fourteen (14) days prior to the start of work by the Contractor for the Covered Project covered by this CBA. The Subcontractors and Owner Operators will be advised in advance of such conferences and may participate if they wish. 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.

ARTICLE 11

MANAGEMENT RIGHTS

Section 11.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this CBA. In addition to the following and other rights of the Contractors enumerated in this CBA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor'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 Schedule A(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 CBA, 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 Project Labor 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 Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section); and

(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 Project Labor 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. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such 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.

Section 11.5 No Less Favorable Treatment. The Parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 12

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 12.1 Cooperation and Harmony on Site.

(a) This CBA 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 Project Labor 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 Project Labor 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 Project Labor Coordinator shall observe 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 insure the time limits and deadlines are met.

Section 12.2 Processing Grievances. Any questions arising out of and during the term of this CBA involving its interpretation and application, which includes applicable provisions of the Schedule A's, 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 CBA feels aggrieved by an alleged violation of this CBA, 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 grievance should be considered null and void if notice of the grievance is not given within the ten (10) day period. 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 Project Labor 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 Project Labor 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 selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) David Hart; (2) John Kagel; (3) Mike Rappaport; (4) Louis Zigman; (5) Michael Prihar; and (6) Fred Horowitz. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved 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 CBA.

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 Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this CBA), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor 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 Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 13.2 Monitoring Compliance. The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and Subcontractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the District procedures to encourage compliance with these laws and regulations.

Section 13.3 Prevailing Wage Compliance. The Council or Union may refer all complaints regarding any potential prevailing wage violation to the Project Labor 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.

Section 13.4 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.

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 Project Labor 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 Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post-accident testing to the extent permitted by federal and state law. Should the Project Labor Coordinator approve an established program to which signatory Union(s) are currently a party, it shall become the project-wide substance abuse testing program, after consultation with the Unions. Until there is such a project-wide substance abuse testing procedure negotiated and/or otherwise adopted by the Project Labor Coordinator, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project pursuant to their terms. If an applicable Schedule A does not contain a substance abuse testing procedure, the Council's default substance abuse testing procedure, attached as Attachment C, shall apply. Contractors shall be financially responsible for any testing done pursuant to the Council's default substance abuse testing procedure.

Section 14.2 Inspection. 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 CBA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this CBA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this CBA, and upon presentation of proof of any expense incurred.

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 Proposition R. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist local residents to commence and progress in Apprenticeship and/or training programs in the construction industry leading to participation in such Joint Labor-Management Apprenticeship Programs. The District, the Project Labor 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 enrolled in a California Apprenticeship Council approved apprenticeship program.

Section 16.2 Use of Apprentices.

(a) 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 Project Labor 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.

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

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this CBA unless there is a journeymen 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.

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 shall 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 each apprenticeship committee and representatives of the District's technical schools to establish appropriate criteria for recognition by such Apprenticeship Programs of the educational and work experience possessed by District students and graduates 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 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 CBA 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 CBA 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 CBA, and related to claims directly challenging the legality of this CBA, 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 seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of the CBA. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of the CBA will constitute a material breach of this CBA. 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, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least three (3) weeks before starting work under this CBA, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference to be held fourteen (14) days before the start of work with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article 10, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.

ARTICLE 19

LABOR/MANAGEMENT AND COOPERATION

Section 19.1 Joint Committee. The Parties to this CBA will form a joint committee consisting of three (3) representatives selected by the Council and three (3) representative selected by the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request. The Project Labor Coordinator will in the event of a deadlock cast a vote.

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 CBA, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this CBA. 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 Project Labor 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 Project Labor 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, may review such reports and make any recommendations for improvement, if necessary, including 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 CBA.

ARTICLE 20

SAVINGS AND SEPARABILITY

Section 20.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union Parties to violate any laws governing the subject manner of this CBA. The Parties hereto agree that in the event any provision of this CBA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the CBA 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 CBA. Further, the Parties agree that if and when any provision(s) of this CBA 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 CBA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this CBA, then the Parties agree that all Project Work that would otherwise be covered by this CBA should be continued to be bid and constructed without application of this CBA 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 CBA 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.

ARTICLE 21

WAIVER

Section 21.1 Waiver. A waiver of or a failure to assert any provisions of this CBA 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 CBA or change in the terms and conditions of the CBA 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 CBA can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

ARTICLE 23

DURATION OF THE CBA

Section 23.1 Duration. This CBA shall be effective December 12, 2013 for purposes of Project Work advertised for bid ninety (90) days thereafter ("Effective Date") and shall be subject to renewal by the parties three (3) years after the Effective Date or three years from the first award of the Covered Project whichever is later (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 CBA based on the District's determination as to whether the CBA achieves its intent.

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 CBA 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 CBA 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.

Section 23.3 Continuation of Schedule A's. Schedule A's incorporated as part of this CBA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's,

notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this CBA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this CBA if such provisions are less favorable to the Contractor under the CBA than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this CBA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article 12.

Section 23.4 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the District saying that no work remains within the scope of the CBA.

ARTICLE 24

WORK OPPORTUNITIES PROGRAM

Section 24.1 Work Opportunity Programs. The Parties to this CBA support the development of increased numbers of skilled construction workers from among residents of the District and San Diego 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, 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) Establish a pre-apprenticeship program for District residents, including students, whereby residents will be trained in a pre-apprenticeship skill to enable them to gain employment/training within the signatory Unions; and

(b) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified District residents as journeymen, apprentices and trainees on Covered Projects and entrance into such qualified apprenticeship and 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, 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 Unions will provide accurate data to the committee pertaining to their level of economic support provided to meet these goals, numbers of minorities and traditionally disadvantaged businesses and individuals employed on the Project and other data as requested by the Project Labor Coordinator; and

(e) The Unions will partner with the District in conducting outreach activities by establishing or continuing 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 programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to a qualified pre-apprenticeship program or apprenticeship program, referral to hiring halls, and provide tailored orientation for women and disadvantaged groups; and

(f) 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. The Unions shall put on their rolls qualified bona fide District residents for work on this Project; and

(g) The Unions shall make monthly progress reports to the Program on the number and employment disposition of District applicants who have been contacted, recruited, participated in Programs through their outreach efforts. This report shall identify those individuals from traditionally underrepresented groups; and

(h) The Unions shall otherwise carry out the commitments contained in Appendix B.

ARTICLE 25

HELMETS TO HARDHATS

Section 25.1 Veterans Entry into Building and Construction Trades. The Parties 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 Contractors 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 and construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

Section 25.2 Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof the Parties have caused this Community Benefits Agreement for Southwestern Community College District Construction and Major Rehabilitation Funded by Proposition R to be executed as of the date and year above stated.

Dated: 12/13/13

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

By: _____ SC

Melinda Nish, Ed.D, Superintendent/President

Dated: _____

SAN DIEGO BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____

Business Manager

For Information Purposes Only:

Originator: Steven Crow

Account No.: No Cost to the District

Approved as to form by the office of the Purchasing, Contracting & Central Services Director
Approval No.: 43885.13
Date: 12/13/13

SIGNATORY UNIONS AND
(See Attached)

SIGNATORY UNIONS

By:_____
Allied Workers Local 5

By:_____
Bricklayer & Allied Crafts Local 4

By:_____
Electrical Workers Local 569

By:_____
Glaziers, Floor Coverers & Painters Local 1399

By:_____
Laborers Local 89

By:_____
Plaster Tenders Local 1414

By:_____
Plumbers & Pipefitters Local 230

By:_____
Roofers & Waterproofers Local 45

By:_____
Steamfitters & Pipefitters Local 250

By:_____
Tile, Marble & Terrazzo Local 18

By:_____
UA Local 345

By:_____
Southwest Regional Council of Carpenters

By:_____
Boilermakers Local 92

By:_____
Cement Masons Local 500 / Area 744

By:_____
Elevator Constructors Local 18

By:_____
Iron Workers Local 229

12-3-13
By:_____
Plasterers Local 200

By:_____
Operating Engineers Local 12

By:_____
Road Sprinkler Fitters Local 669

By:_____
Sheet Metal Workers' Local 206

By:_____
Teamsters Local 36

By:_____
Tradeshow & Sign Crafts Local 831

By:_____
Laborers Local 300

By:_____
Laborers Local 1184

SIGNATORY UNIONS

By: * See attached
Allied Workers Local 5

By:
Bricklayer & Allied Crafts Local 4

By:
Electrical Workers Local 569

By:
Glaziers, Floor Coverers & Painters Local 1399

By:
Laborers Local 89

By: * See attached
Plaster Tenders Local 1414

By:
Plumbers & Pipefitters Local 230

By:
Roofers & Waterproofers Local 45

By: George M. Dorsey Jr.
Steamfitters & Pipefitters Local 250

By:
Tile, Marble & Terrazzo Local 18

By:
UA Local 345

By:
Southwest Regional Council of Carpenters

By:
Boilermakers Local 92

By:
Cement Masons Local 500 / Area 744

By: For Tony Gazzaniga BA
Elevator Constructors Local 18

By:
Iron Workers Local 229

12-3-13
By:
Plasterers Local 200

By:
Operating Engineers Local 12

By:
Road Sprinkler Fitters Local 669

By:
Sheet Metal Workers' Local 206

By:
Teamsters Local 36

By:
Tradeshow & Sign Crafts Local 831

By: * See attached
Laborers Local 300

By:
Laborers Local 1184

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

SIGNATORY UNIONS

By: * see attached
Allied Workers Local 5

By:
Bricklayer & Allied Crafts Local 4

By:
Electrical Workers Local 569

By:
Glaziers, Floor Coverers & Painters Local 1399

By:
Laborers Local 89

By: * See attached
Plaster Tenders Local 1414

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Plumbers & Pipefitters Local 230

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Steamfitters & Pipefitters Local 250

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Tile, Marble & Terrazzo Local 18

By:
UA Local 345

By:
Southwest Regional Council of Carpenters

By:
Boilermakers Local 92

By:
Cement Masons Local 500 / Area 744

By: For Tony Gazzaniga
Elevator Constructors Local 18

By:
Iron Workers Local 229

By: 12-3-13
Plasterers Local 200

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Operating Engineers Local 12

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Road Sprinkler Fitters Local 669

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Sheet Metal Workers' Local 206

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Teamsters Local 36

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Tradeshow & Sign Crafts Local 831

By: * See attached
Laborers Local 300

By:
Laborers Local 1184

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

SIGNATORY UNIONS

By: + see attached
Allied Workers Local 5

By: David M. Brandt
Bricklayer & Allied Crafts Local 4

By:
Electrical Workers Local 569

By:
Glaziers, Floor Coverers & Painters Local 1399

By:
Laborers Local 89

By: + See attached
Plaster Tenders Local 1414

By:
Plumbers & Pipefitters Local 230

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Roofers & Waterproofers Local 45

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Steamfitters & Pipefitters Local 250

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Tile, Marble & Terrazzo Local 18

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UA Local 345

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Southwest Regional Council of Carpenters

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Boilermakers Local 92

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Cement Masons Local 500 / Area 744

By: For Tony Gazzaniga B.M.
Elevator Constructors Local 18

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Iron Workers Local 229

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By: * See attached
Laborers Local 300

By:
Laborers Local 1184

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

SIGNATORY UNIONS

By: _____
Allied Workers Local 5

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Laborers Local 300

By: _____
Laborers Local 1184

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

SIGNATORY UNIONS

By:_____
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By:_____
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Tradeshow & Sign Crafts Local 831

By:_____
UA Local 345

By:_____
Laborers Local 300

By:_____
Southwest Regional Council of Carpenters

By:_____
Laborers Local 1184

By: Dan G Hauer
Operating Engineers Local 12

By:_____
Operating Engineers Local 12

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

SIGNATORY UNIONS

By: _____
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By: _____
Bricklayer & Allied Crafts Local 4

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Glaziers, Floor Coverers & Painters Local 1399

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By: _____
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By: _____
Boilermakers Local 92

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Cement Masons Local 500 / Area 744

By: _____
Elevator Constructors Local 18

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Iron Workers Local 229

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Tradeshow & Sign Crafts Local 831

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Laborers Local 300

By: _____
Laborers Local 1184

SIGNATORY UNIONS

By: * see attached
Allied Workers Local 5

By: David M. Brandt
Bricklayer & Allied Crafts Local 4

By:
Electrical Workers Local 569

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Glaziers, Floor Coverers & Painters Local 1399

By:
Laborers Local 89

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Plaster Tenders Local 1414

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Steamfitters & Pipefitters Local 250

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Tile, Marble & Terrazzo Local 18

By:
UA Local 345

By:
Southwest Regional Council of Carpenters

By: * see attached
Boilermakers Local 92

By:
Cement Masons Local 500 / Area 744

By: for Tony Contreras B.M.
Elevator Constructors Local 18

By:
Iron Workers Local 229

By: 12-3-13
Plasterers Local 200

By: * see attached
Operating Engineers Local 12

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Sheet Metal Workers' Local 206

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Tradeshow & Sign Crafts Local 831

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Laborers Local 300

By:
Laborers Local 1184

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
COMMUNITY BENEFITS AGREEMENT
FOR CONSTRUCTION AND MAJOR REHABILITATION
FUNDED BY PROPOSITION R

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: _____, 2013 By: _____
Thomas W. Kovacich, Attorney for
Southwestern Community College District

OCHOA LEGAL GROUP

Dated: _____, 2013 By: _____
Ricardo Ochoa, Attorney for San Diego
Building and Construction Trades Council

ATTACHMENT A - LETTER OF ASSENT

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

[CONTRACTOR'S LETTERHEAD]

DATE

Project Labor Coordinator
Address
Address
Address

Attention: _____

Re: Southwestern Community College District Community Benefits Agreement for Construction and Major Rehabilitation

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the Southwestern Community College District Community Benefits Agreement - School Construction Major Rehabilitation effective _____, 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 [SWCCD 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]

By:
[Name and Title of Authorized Executive]

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

ATTACHMENT B – WORKFORCE DISPATCH REQUEST FORM AND CONTRACTOR CORE WORKFORCE FORM

COMMUNITY BENEFITS AGREEMENT (CBA)

Workforce Dispatch Request Form

CONTRACTOR USE ONLY	Contractor Information	
Requesting Contractor		
Phone:	Fax:	Email:
	Job Site Information	
Project Name:		
Address:		
Job Superintendent:		
Work Request Start Date & Time:	Estimated Work Duration:	
	Contractor Requirements	

Employee Classification			Requested Skills, Experience, Certifications and/or Equipment to Be Utilized
Indicate Level	Craft/Classification	Quantity	
Journeyman ☐			
Apprentice ☐			

UNION USE ONLY	Dispatch Information
Name of Applicant(s) Dispatched:	
Date of Dispatch:	

UNION DISPATCHER: PLEASE CIRCLE THE ZIP CODE OF THE DISPATCHED WORKER(S)

SWCCD Zip Codes	91902	91908	91909	91910	91911	91912	91913	91914
	91915	91932	91933	91947	91950	91951	92135	92143
	92153	92154	92155	92173	92178			
SD County Zip Codes								
	91901	91903	91905	91906	91916	91917	91921	91931
	91934	91935	91941	91942	91943	91944	91945	91946
	91948	91962	91963	91976	91977	91978	91979	91980
	91987	92003	92004	92007	92008	92009	92010	92011
	92013	92014	92018	92019	92020	92021	92022	92023
	92024	92025	92026	92027	92028	92029	92030	92033
	92036	92037	92038	92039	92040	92046	92049	92051
	92052	92054	92055	92056	92057	92058	92059	92060
	92061	92064	92065	92066	92067	92068	92069	92070
	92071	92072	92074	92075	92078	92079	92081	92082
	92083	92084	92085	92086	92088	92090	92091	92092
	92093	92096	92101	92102	92103	92104	92105	92106
	92107	92108	92109	92110	92111	92112	92113	92114
	92115	92116	92117	92119	92120	92121	92122	92123
	92124	92126	92127	92128	92129	92130	92131	92132
	92134	92136	92137	92138	92139	92140	92141	92142
	92145	92147	92149	92150	92152	92158	92159	92160
	92161	92162	92163	92164	92165	92166	92167	92168
	92169	92170	92171	92172	92174	92175	92176	92177
	92179	92182	92184	92186	92187	92190	92191	92192
	92193	92194	92195	92196	92197	92198	92199	

SWCCD Zip Codes: 31.5% of contractor's total workforce by craft (35% of SD County Residents)
SD County Zip Codes: 90% of contractor's total workforce by craft

Note to Dispatching Agent: Please fax a copy of the form to the CBA Coordination Team at: [Insert fax number here]

COMMUNITY BENEFITS AGREEMENT (CBA)

Contractor Core Workforce Form

CONTRACTOR USE ONLY	Contractor Information	
Requesting Contractor		
Phone:	Fax:	Email:
	Job Site Information	
Project Name:		
Address:		
Job Superintendent:		
Work Request Start Date & Time:	Estimated Work Duration:	
	Union Registration	

Employee Classification		Contractors Workforce Information Name and Zip Code of Applicant
Indicate Level	Craft/Classification	
Journeyman ☐		
Apprentice ☐		

UNION USE ONLY	Dispatch Information
Applicant's Information Reviewed By:	
Date of Union Registration (Referral):	

UNION DISPATCHER: PLEASE CIRCLE THE ZIP CODE OF THE DISPATCHED WORKER(S)

SWCCD Zip Codes	91902	91908	91909	91910	91911	91912	91913	91914
	91915	91932	91933	91947	91950	91951	92135	92143
	92153	92154	92155	92173	92178			
SD County Zip Codes								
	91901	91903	91905	91906	91916	91917	91921	91931
	91934	91935	91941	91942	91943	91944	91945	91946
	91948	91962	91963	91976	91977	91978	91979	91980
	91987	92003	92004	92007	92008	92009	92010	92011
	92013	92014	92018	92019	92020	92021	92022	92023
	92024	92025	92026	92027	92028	92029	92030	92033
	92036	92037	92038	92039	92040	92046	92049	92051
	92052	92054	92055	92056	92057	92058	92059	92060
	92061	92064	92065	92066	92067	92068	92069	92070
	92071	92072	92074	92075	92078	92079	92081	92082
	92083	92084	92085	92086	92088	92090	92091	92092
	92093	92096	92101	92102	92103	92104	92105	92106
	92107	92108	92109	92110	92111	92112	92113	92114
	92115	92116	92117	92119	92120	92121	92122	92123
	92124	92126	92127	92128	92129	92130	92131	92132
	92134	92136	92137	92138	92139	92140	92141	92142
	92145	92147	92149	92150	92152	92158	92159	92160
	92161	92162	92163	92164	92165	92166	92167	92168
	92169	92170	92171	92172	92174	92175	92176	92177
	92179	92182	92184	92186	92187	92190	92191	92192
	92193	92194	92195	92196	92197	92198	92199	

SWCCD Zip Codes: The first 3 core workers must be from the district
SD County Zip Codes: Maximum of 5 core workers

Note to Dispatching Agent: Please fax a copy of the form to the CBA Coordination Team at: [insert fax number here]

ATTACHMENT C – SDBT DRUG AND ALCOHOL PREVENTION POLICY

SDBT
Drug and Alcohol Prevention Policy

I. Statement of Purpose and Policy

San Diego County Building and Construction Trades Council ("SDBT"), is committed to ensuring a safe, efficient, and productive work environment. SDBT strives to ensure that employees will perform their duties in a manner that protects their interests and those of their co-workers, while providing the highest quality product and services to contractors, developers and owners.

Employees' involvement with drugs and alcohol can be extremely disruptive and harmful to their work performance, and pose serious safety and health risks to the user and others. Accordingly, SDBT has developed this policy for contractors and/or developers who wish to adopt it regarding the inappropriate use and possession of drugs and alcohol related to the work environment.

II. Prohibited Behavior

SDBT Drug and Alcohol Abuse Prevention Policy defines prohibited behavior as the use, possession, sale or distribution of prohibited drugs, alcohol, firearms or explosives by any employee on company property or project, or while in the course of company business. Prohibited drugs and alcohol are as listed in Schedule I.

The use of drugs as part of a prescribed medical treatment program by a licensed physician is not prohibited, but employees should advise their supervisors of use of any prescription drug that may, in any way, affect their ability to safely perform their duties.

III. Searches

Contractors' and/or developers' property and all equipment, furniture and personal property maintained thereon is the sole and exclusive property of contractors and/or developers. Contractors and developers reserve the right to inspect thier property ***such as*** desks, lockers, storage areas, file cabinets, containers, vehicles, packages, and employee common areas at any time on a random basis with or without any advance notice.

VI. Drug Testing

A. Pre-Employment

This policy requires pre-employment drug- testing program for all of its applicants.

All applicants who are offered a position covered by this policy will be required to successfully demonstrate that drugs are not being used or are not detectable in the applicants' urine. Applicants not successfully passing or refusing this

examination will not be accepted for employment. Applicants who fail a drug test must comply with the provisions under the section of this policy entitled, "Consequences of Refusing to Take or Failing a Drug or Alcohol Test".

Each applicant will be screened for drugs using the MEDTOX Profile II On-Site Screening Device. If the initial screen is negative, the applicant will be allowed to start work. If the initial screen is non-negative or inconclusive, the applicant will not be eligible to start work until the sample has been tested using GC/MS confirmation at a SAMHSA certified laboratory with a negative result. If the GC/MS confirmation test is reported as a positive, the result will be forwarded to the company medical review officer (MRO) for review. The MRO will contact the applicant to discuss the laboratory result and based upon that conversation, the MRO will make a final ruling on the test result. If the result is a MRO confirmed positive, the applicant will be denied a position with the company. If the MRO reports the test as a negative, the applicant will be eligible to start work.

B. Post-Accident

Drug and alcohol testing is required when an employee is involved in a workplace accident requiring medical treatment, other than first aid, and/or property damage in excess of $1,000.

1. Drug Testing

In the case of an accident, as herein defined, the contractor is required to test each employee whose performance contributed to the accident or whose performance cannot be completely discounted as a contributing factor to the accident. A contractor's decision not to test must be based upon the determination, using the best information available immediately after the accident that the employee's performance could not have contributed to the accident or that, because of the time between that performance and the accident, it is not likely that a drug test would reveal whether the performance was affected by drug use. The employee will be tested as soon as possible, but not later than thirty-two (32) hours after the accident. Because certain drugs or drug metabolites do not remain in the body for extended periods of time, testing will be done as soon as possible.

Contractors will take all reasonable steps to obtain a urine sample from an employee after an accident. In the case of a conscious but hospitalized employee, the contractor will request the hospital or the medical facility to obtain the sample. If necessary, as part of the request, OMPP will refer the hospital to the DOT drug testing requirements. If an employee is injured, unconscious (employee is unable to communicate), or otherwise unable to evidence consent to the procedure (employee is unable to sign custody and control form), the specimen will not be taken until the employee's condition is stabilized and he or she is able to give consent to the post-accident drug test. All reasonable steps

must be taken to obtain a urine sample from the employee. If an employee who is subject to post-accident testing is conscious, able to urinate normally (in the opinion of a medical professional) and refuses to be tested, that person will be immediately discharged.

2. Alcohol Testing

Contractors shall promptly determine and test each surviving covered employee for alcohol if that employee's performance contributed to the accident or cannot be completely discounted as a contributing factor to the accident. The decision not to administer an alcohol test under this section shall be based on the contractor's determination, using the best available information at the time of the determination, that the employee's performance could not have contributed to the accident. Contractors shall conduct an alcohol test within two hours of the accident. If the test is not conducted within two hours of the accident, the contractor shall prepare and maintain a written document explaining why the test was not conducted. Contractors shall continue all efforts to conduct the alcohol test. If the test is not conducted within eight hours, the contractor shall cease all attempts to conduct the test and shall prepare and maintain written documentation as to why the test was not conducted.

The employee must remain available for alcohol testing for the remainder of the paid shift if so requested and if physically capable.

Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

C. Reasonable Cause

Contractors may require a drug test of an employee when the contractor has reason to believe that an employee may be involved with the use of drugs and alcohol. Reasonable Cause testing exists when a supervisor or manager can document specific personal observations concerning the employee. Those observations may include, but are not limited to:

- Unsafe work habits or practices that endanger the employee, fellow employees, or the public.
- Abnormal work performance.
- Abnormal personal behavior and/or poor interpersonal relations on the job.
- Involvement in a workplace incident where the circumstances indicated the possibility that drugs and alcohol were a factor in the incident.

D. Random Testing

Random testing will only be performed where required by Federal Regulations related to DOT PHMSA or DOT FMCSA covered employees.

VII. Medical Review Officer

Contractors shall utilize a Medical Review Officer (MRO) to perform professional assistance by interpreting, evaluating, and monitoring the drug testing results.

The MRO shall be a licensed physician with knowledge of drug abuse disorders, including the medical effects of prescription drugs and alcohol and the pharmacology and toxicology of illicit drugs and alcohol.

The following rules govern MRO determinations:

1. If the MRO determines, after appropriate review, that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO is not required to take further action.

2. If the MRO determines, after appropriate review, that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO shall refer the individual tested to the contractor.

3. Based on a review of laboratory inspection reports, quality control data and other drug test results, the MRO may conclude that a particular drug test result is scientifically insufficient for further action. Under these circumstances, the MRO should conclude that the test is negative for the presence of a prohibited drug or drug metabolite in an individual's system.

VIII. Supervisor Training

Supervisory personnel responsible for those employees covered under this policy will receive training related to recognizing the signs and symptoms of drug use and alcohol misuse. The training shall include at least one 60-minute period of training on the specific, contemporaneous physical, behavioral, and performance indicators of probable drug use as well as one 60-minute period of training related to indicators of probable alcohol misuse. This training shall be for supervisors who may determine whether an employee must be drug or alcohol tested for reasonable cause.

Reasonable cause testing is designed to provide management with a tool (in conjunction with supervisor training on the signs and symptoms of drug use) to identify drug-affected employees who may pose a danger to themselves and others in their job performance. Employees may be at work in a condition that raises concern regarding their safety or productivity. Supervisors must

then make a decision as to whether there is reasonable cause to believe an employee is using or has used a prohibited drug or has misused alcohol.

The decision to test must be based on a reasonable and articulate belief that the employee is using a prohibited drug or misusing alcohol on the basis of specific, contemporaneous physical, behavioral, or performance indicators of probable drug use or alcohol misuse. At least two of the employee's supervisors, one of whom is trained in detection of the possible symptoms of drug use or alcohol misuse, shall substantiate and concur in the decision to test an employee. The concurrence by both supervisors can be accomplished by phone or by having another supervisor travel to the job site, if only one supervisor is available at that particular job site.

In addition, when the trained supervisors have observed a person who may be using a prohibited drug or misusing alcohol, they will include a witness to the reasonable cause determination, preferably the respective craft's steward, if available. If the respective craft steward is not available, the witness must be a member of the respective craft and must witness the subject behavior.

IX. Consequences Of Refusing To Take Or Failing A Drug Or Alcohol Test

1. Contractors will not hire an applicant for, or continue to employ an individual on, projects covered by this policy if the applicant refuses to take a drug or alcohol test or fails a drug or alcohol test after the MRO determines that there is no legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug and/or alcohol. An employee who refuses to take a drug or alcohol test will be discharged.

2. An applicant and/or employee who has refused to take or has failed a drug and/or alcohol test will be ineligible for employment on projects covered by this policy for six (6) months. At the end of the six (6) month period, an individual may reapply for employment. If contractors has a position available and chooses to offer it to the applicant, he/she must pass a drug test before beginning employment.

3. Contractors are under no obligation to hire an applicant or rehire an employee who has failed or has refused to take a drug or alcohol test.

4. It is not the obligation of the contractors to provide for the rehabilitation of any applicant or employee who refuses to take or fails a drug or alcohol test.

X. Policy Violations

All employees who are covered by this policy are subject to the rules stated in this policy. Violations of this policy by employees will result in immediate termination.

The policy provisions stated in this policy are applicable to sub-contractors on projects covered by this policy. Violations of these provisions or refusal to cooperate can result in the owner and/or developer barring sub-contractors from covered facilities or from participating in the owner's or developer's operations.

XI. Confidentiality

The Company will carefully consider individual expectations of privacy and confidentiality in retaining records under this plan. With the exception of the testing laboratory, the Medical Review Officer, and designated representative of the Company, the drug test results may not be released to anyone without the express written authorization of the tested individual, unless required by law or court order.

To maintain confidentiality, written records regarding testing and rehabilitation under this plan will be stored in locked containers or in a secured location. These records will not be made part of individual personnel files.

XI. Acknowledgement of Understanding

I acknowledge receipt of the SDBT Drug and Alcohol Prevention Policy. I understand it is my responsibility to read and comprehend its contents and should I have any questions, I will contact my supervisor.

_____

(Employee Signature)

_____

(Print Name)

_____

(Date)

Note: Employee should receive a copy of the signed copy of this policy

SCHEDULE I
COMPOSITE DRUG
FIVE DRUG PANEL

Drug	Screening Levels	Confirmatory Levels
Amphetamines[1]	1000 ng/mL	500 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Cannabinoids[2]	50 ng/mL	15 ng/mL
Opiates[3]	2000 ng/mL	2000 ng/mL
Phencyclidine[4]	25 ng/mL	25 ng/mL
Alcohol	.02 Breath Alcohol Level BAC or greater considered positive	

[1]Stimulants - Methamphetamine - "Speed", "Crank", etc.
[2]Marijuana, hashish, THC - Tetrahydrocannabinol
[3]Painkillers - heroin, demerol, morphine, etc.
[4]PCP - "Angel Dust"

SPECIMEN COLLECTION PROCEDURE

1. Verify the donor's identity by photo identification or positive identification by employer's representative.

2. Complete Step 1 of the chain of custody form.

3. Have the donor complete Step 7 on copy 4 of the chain of custody form.

4. The donor must leave outer garments (coats, coveralls, hats) and personal belongings (purses, briefcases) outside of the collection area. The donor may retain his wallet. Ask donor to remove contents of pockets for collector inspection.

5. Instruct the donor to wash and dry their hands.

6. Open MEDTOX split specimen collection containers in the donor's presence.

7. Instruct the donor to provide at least 60 milliliters of urine into the calibrated collection container with temperature strip on it.

8. After obtaining the specimen from the donor, check the temperature of the sample and indicate in Step 2 of the chain of custody form that the temperature has been checked and is within range.

9. Open the two urine transfer tubes in the donor's presence and pour at least 30 milliliters of urine into each. Tightly snap on the caps of each urine transfer tube and lock each hinge.

10. Place one security seal over the top and down the side of each bottle. Do not cover the hinge.

11. Have the donor initial and date the security seals now that they have been affixed to the urine transfer tubes.

12. Begin Step 3 on the chain of custody form by filling in line one with date, collector's name, and collector's signature.

13. Place the sealed specimens into the biohazard bag. Do not seal the bag.

14. Give the green copy of the chain of custody form to the donor. Place the remaining copies of the chain of custody form in the biohazard bag with the specimen.

15. The specimens are now secure for temporary storage.

3

PROFILE-IIA TEST PROCEDURES

1. Remove chain of custody form and ONE specimen container from the biohazard bag. Remove foil sealed PROFILE-IIA test device.

2. Check the expiration date and record it and the lot number in Step 2 on the chain of custody form.

3. Complete Step 3 on the chain of custody form by filling in line two with date, tester's name, and tester's signature.

4. Obtain the Color Comparator chart for the PROFILE-IIA device.

5. Open one foil sealed PROFILE-IIA test device.

6. Open the sealed specimen bottle. Squeeze end of pipette and insert into urine. Release end of pipette when full and remove.

7. Holding pipette at vertical angle, dispense exactly two (2) drops of urine into each of the sample wells.

8. For the LatFlo strip, allow the urine specimen to migrate down the test strip. Read the results for Nitrite, Specific Gravity, Glutaraldehyde, and pH immediately after the pads are wetted with the sample. Read the results for the Oxidant test pad one minute after the pads are wetted with the sample.

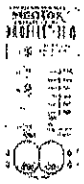
9. For the PROFILE-II strip, read the results at 7 minutes of sample application.

10. Complete the chain of custody form by filling in Step 4 and annotating the results of the on-site test.

11. If the test result is negative, fax the top copy of the form to MEDTOX at 1-888-295-0466. If an MRO is listed, send the pink copy of the form to the MRO. If no MRO is listed, send this copy to the employer. Discard the specimen and keep the yellow copy for your records.

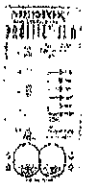
12. If the test result is non-negative, complete Step 5 on the chain of custody form. Place the top copy of the form and the remaining sealed specimen into the biohazard bag for transport to MEDTOX via Airborne Express.

READING THE TEST RESULTS
PROFILE-II



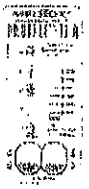
NEGATIVE:

The appearance of both a reddish-purple Control (CTRL) line and a specific drug line indicates a negative test result. The color intensities of the Control line and a specific drug line may not be equal. Any line of faint color intensity visible within 7 minutes indicates a negative result.



NON-NEGATIVE:

The appearance of a reddish-purple control (CTRL) line and the absence of a line next to a specific drug name at 7 minutes indicates a preliminary positive test result for that specific drug.



INVALID:

The absence of a reddish-purple Control (CTRL) line indicates the test is invalid. The urine sample should be retested on a new PROFILE-IIA device.

LFAS Strip: Visually compare the reagent test pads on the LFAS strip to the corresponding color blocks on the LFAS Color Comparator chart. Hold the device close to the LFAS Color Comparator chart. Carefully match the parameter pad colors on the LFAS strip with the color blocks on the LFAS Color Comparator chart. Record the results of each parameter test pad. Proper read times are critical for optimal results. The read time listed on the LFAS Color Comparator chart for each parameter test pad is to begin as soon as the parameter test pads have completely wetted.

INTERPRETATION OF TEST RESULTS

PROFILE-II Strip: A negative test result for a specific drug indicates that the sample does not contain the drug/drug metabolite above the cutoff level.

A positive test result for a specific drug indicates that the sample contains drug/drug metabolite at or above the cutoff level. It does not indicate the level of intoxication or the specific concentration of drug in the urine sample.

There are other possible results depending on the drug or combination of drugs present in the urine sample.

LFAS Strip: Results with the LatFlo reagent strip are obtained directly from the LatFlo Color Comparator chart by visual comparison. Urine specimens tested will be either normal or abnormal as indicated on the LatFlo Color Comparator chart. A normal specimen is considered not adulterated and an abnormal specimen is considered as a preliminary positive test result for adulteration. Abnormal specimens should be sent to a laboratory for further analysis.

Please refer to company policy for guidance regarding the handling of specimen validity results.

5

Chain-of-Custody Form, Negative

MEDTOX FAX RESULT LINE: 888-295-0466
On Site Screening Custody Form - FAX THIS COPY

MEDTOX LABORATORIES, INC.
402 W. County Rd D
St. Paul, MN 55112
(651) 636-7466
(800) 832-3244

PA551152

Employer:
SAMPLE ACCOUNT
SAMPLE NAME
STREET ADDRESS
CITY, STATE, ZIP

SAMPLE

MRO:
DR. BRIAN SMITH
STREET ADDRESS
CITY, STATE, ZIP CODE

Account # 9999

Step 1 To be completed by COLLECTOR / DONOR

Donor Last Name (or other ID): DOE
Donor Social Security Number: 987654321
First Name: JANE
Referring Physician / Company:

DONOR CONSENT: I certify that I provided my specimen to the collector, that the specimen container was sealed with a tamper-proof seal in my presence, and that the information provided on this form and on the label affixed to the specimen bottle is correct. I hereby give permission for the release of the results of these tests to my health care provider. In the case of screening for employment or pre-employment, I also authorize release of the results of these tests to my employer or prospective employer and for their authorized health care professionals.

Signature: Jane Doe
Date: Month 03 Day 15 Year 2001

PA551152

Step 2 To be Completed by COLLECTOR - Indicate Reason For Test

☒ Pre-employment ☐ Random ☐ Reasonable Suspicion ☐ Return to Duty
☐ Follow-up ☐ Post Accident ☐ Other (specify)

Specimen temperature must be read within 4 minutes of collection
Kit Exp. Date: 10 01 01
Lot #: 12345
Specimen temperature within range: ☒ Yes, 92° - 100°F / 32 - 38° C. ☐ No, record specimen temperature here

Collection Site Phone No. 7635551212

Step 3 To be initiated by the PERSON COLLECTING THE SPECIMEN and COMPLETED AS NECESSARY THEREAFTER:
I, the collector, by signing below certify that the specimen identified on this form is the specimen given to me by the donor identified above and that it has been collected, labeled and sealed in accordance with applicable requirements.

DATE: Month Day Year	RELEASED BY: Collector's Printed Name / Collector's Signature	RECEIVED BY:	PURPOSE OF CHANGE
03 15 2001	John Smith	TEMPORARY STORAGE	Temporary Storage
03 15 2001	TEMPORARY STORAGE	Tester's Printed Name: John Smith / Tester's Signature	Perform On-Site Test

Step 4 To be completed by person conducting on-site drug test only
RESULTS OF ON-SITE SCREEN TEST: ☒ NEGATIVE ☐ NON-NEGATIVE: REQUIRES ADDITIONAL TESTING

REMARKS CONCERNING COLLECTION / TEST
MEDTOX LABORATORIES CONFIRMATION REQUEST: (Send the marked laboratory specimen to MEDTOX Laboratories if result is non-negative.)
45991

Specimen Bottle Sealed ☐ 12

Step 5 Complete Step 5 ONLY if the on-site test is non-negative.

DATE: Month Day Year	RELEASED BY PRINTED NAME / SIGNATURE: Tester's Printed Name / Tester's Signature	RECEIVED BY PRINTED NAME / SIGNATURE	PURPOSE OF CHANGE
		COURIER	For Transport to MEDTOX
			☐ SEAL INTACT

Step 6 To be completed by MEDTOX

DATE: Month Day Year	RELEASED BY PRINTED NAME / SIGNATURE	RECEIVED BY PRINTED NAME / SIGNATURE: Received by Printed Name / Received by Signature	PURPOSE OF CHANGE
	COURIER		For Accessioning at MEDTOX

THE RESULTS FOR THE ABOVE IDENTIFIED SPECIMEN are:
☐ NEGATIVE ☐ POSITIVE for the following: ☐ CANNABINOIDS as Carboxy-THC ☐ COCAINE METABOLITES as Benzoylecgonine ☐ PHENCYCLIDINE
☐ OPIATES: ☐ codeine ☐ morphine ☐ AMPHETAMINES ☐ amphetamine ☐ methamphetamine
☐ TEST NOT PERFORMED ☐ SPECIMEN INTEGRITY RESULTS OUTSIDE NORMAL RANGE

I certify that the specimen identified by this accession number has been examined upon receipt for proper identification and chain of custody. I have reviewed immunoassay and confirmation data and the results set forth are for the specimen indicated.

☐ Henry G. McCoy, Pharm.D. ☐ Andrew Kirk, B.S. ☐ Ann Sullivan, B.S., MT (ASCP)
☐ Dave A. Engebretsen, M.S., MT (ASCP) ☐ Susan Williamson, B.S., MT (ASCP) ☐ Other
☐ Jennifer A. Colby, Ph.D. ☐ Barbara S. Mayer, MT (ASCP)
☐ Michael Leppink, M.S. ☐ Jasbir Singh, Ph.D.
☐ Renee Sherman, M.S., MT (ASCP)

Signature / Date: Mo. / Day / Yr.

IF ADDITIONAL TESTING IS NECESSARY, SEND OTHER LABORATORY SPECIMEN(S) TO (NAME)

160771 (8/00)

Copyright Medtox 1998

Chain-of-Custody Form, Non-Negative

MEDTOX FAX RESULT LINE: 888-295-0466
On Site Screening Custody Form - FAX THIS COPY

MEDTOX LABORATORIES, INC.
402 W. County Rd D
St. Paul, MN 55112
(651) 636-7466
(800) 832-3244

PA581150

Employer:
SAMPLE ACCOUNT
SAMPLE NAME
STREET ADDRESS
CITY, STATE, ZIP CODE

MRO DAN SMITH
STREET ADDRESS
CITY, STATE, ZIP CODE

SAMPLE

Account # 9999

Step 1 To be completed by COLLECTOR / DONOR

Donor Social Security Number: 123456789

Donor Name Last Name (or other I.D.): DOE

First Name: JOHN

Referring Physician / Company

DONOR CONSENT: I certify that I provided my specimen to the collector, that this specimen container was sealed with a tamper evident seal in my presence, and that the information provided on this form and on the label affixed to the specimen bottle is correct. I hereby give permission for the release of the results in these tests to my health care provider, in the case of screening for employment or pre-employment, I also authorize release of the results of these tests to my employer or prospective employer and / or their authorized health care professionals.

Signature: John Doe

DATE: Month 02 Day 15 Year 2001

PA581150

Step 2 To be Completed by COLLECTOR - Indicate Reason For Test

☒ Pre-employment ☐ Random ☐ Reasonable Suspicion ☐ Return to Duty
☐ Follow-up ☐ Post Accident ☐ Other (specify)

Specimen temperature must be read within 4 minutes of collection.

Kit Exp. Date: 12 31 01

Lot #: 6789

Specimen temperature within range: ☒ Yes, 90° - 100°F / 33 - 38° C ☐ No, Record specimen temperature daily

Collection Site Phone No.: 5556279438

Step 3 To be initiated by the PERSON COLLECTING THE SPECIMEN and COMPLETED AS NECESSARY THEREAFTER:
I, the collector, by signing below certify that the specimen identified on this form is the specimen given to me by the donor identified above and that it has been collected, labeled and sealed in accordance with applicable requirements.

DATE	RELEASED BY:	RECEIVED BY:	PURPOSE OF CHANGE
Month 02 Day 15 Year 2001	Collector's Printed Name: Bill Smith Collector's Signature: Bill Smith	TEMPORARY STORAGE	Temporary Storage
02 15 2001	TEMPORARY STORAGE	Tester's Printed Name: Bill Smith Tester's Signature: Bill Smith	Perform On-Site Test

Step 4 To be completed by person conducting on-site drug test only

RESULTS OF ON-SITE SCREEN TEST: ☐ NEGATIVE ☒ NON-NEGATIVE: REQUIRES ADDITIONAL TESTING

REMARKS CONCERNING COLLECTION / TEST: 46991

MEDTOX LABORATORIES CONFIRMATION REQUEST: (Send the matched laboratory specimen to MEDTOX Laboratories if result is non-negative.)

☐ 12 Panel

Step 5 Complete Step 5 ONLY if the on-site test is non-negative.

DATE	RELEASED BY PRINTED NAME / SIGNATURE	RECEIVED BY PRINTED NAME / SIGNATURE	PURPOSE OF CHANGE
Month 02 Day 15 Year 2001	Tester's Printed Name: Bill Smith Tester's Signature: Bill Smith	COURIER	For Transport to MEDTOX

Step 6 To be completed by MEDTOX

☐ SEAL INTACT

DATE	RELEASED BY PRINTED NAME / SIGNATURE	RECEIVED BY PRINTED NAME / SIGNATURE	PURPOSE OF CHANGE
Month Day Year	COURIER	Received by Printed Name Received by Signature	For Accessioning at MEDTOX

THE RESULTS FOR THE ABOVE IDENTIFIED SPECIMEN ARE:
☐ NEGATIVE ☐ POSITIVE, for the following: ☐ CANNABINOIDS as Carboxy-THC ☐ COCAINE METABOLITES as Benzoylecgonine ☐ PHENCYCLIDINE
☐ OPIATES: ☐ codeine ☐ morphine ☐ AMPHETAMINES: ☐ amphetamine ☐ methamphetamine
☐ TEST NOT PERFORMED ☐ SPECIMEN INTEGRITY RESULTS OUTSIDE NORMAL RANGE

I certify that the specimen identified by the accession number has been examined upon receipt for proper identification and chain of custody. I have reviewed immunoassay and confirmation data and the results set forth are for the specimen indicated.

☐ Barry S. McCoy, Pharm.D. ☐ Andrea Kral, D.A. ☐ Ann Sullivan, D.O., MT (ASCP)
☐ David A. Braatelien, M.S., MT (ASCP) ☐ Susan Wilkerson, D.O., MT (ASCP) ☐ Other
☐ Jennifer A. Cohn, Ph.D. ☐ Barbara S. Meyer, MT (ASCP)
☐ Michele LeBlanc, D.O. ☐ Jamal Singh, Ph.D.
☐ Robert Swenson, M.S., MT (ASCP)

Signature: _____ Date (Mo., Day, Yr.): / /

COPY 1: IF ADDITIONAL TESTING IS NECESSARY, SEND WITH LABORATORY SPECIMEN TO MEDTOX

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Chain-of-Custody Form, MRO Copy

MEDTOX FAX RESULT LINE: 888-295-0468
On Site Screening Custody Form - FAX THIS COPY

MEDTOX LABORATORIES, INC.
402 W. County Rd D
St. Paul, MN 55112
(651) 636-7466
(800) 832-3244

PA581149

Employer
SAMPLE ACCOUNT
SAMPLE NAME
STREET ADDRESS
CITY, STATE, ZIP

SAMPLE

MRO
MRO NAME SMITH
STREET ADDRESS
CITY, STATE, ZIP CODE

Account # 9999

Step 1 To be completed by COLLECTOR / DONOR

Donor Social Security Number 123456789

Donor Name Last Name (or other I.D.) DOE First Name JOHN

Referring Physician / Company

DONOR CONSENT *I certify that I provided my specimen to the collector, that the specimen container was sealed with a tamper-proof seal in my presence, and that the information provided on this form and on the label affixed to the specimen bottle is correct. I hereby give permission for the release of the results of these tests as my health care provider, to the client of screening for employment or pre-employment. I also authorize release of the results of these tests to my employer or prospective employer and / or their contracted health care professionals.*

Signature John Doe PA581149

DATE Month 02 Day 15 Year 2001

Step 2 To be Completed by COLLECTOR - Indicate Reason For Test

☒ Pre-employment ☐ Random ☐ Reasonable Suspicion ☐ Return to Duty ☐ Follow-up ☐ Post Accident ☐ Other (specify):

Specimen temperature must be read within 4 minutes of collection.

Kit Exp. Date 12 31 01 Lot # 6789 Specimen temperature within range: ☒ Yes, 90° (90°F - 32 - 38° C) ☐ No, Record specimen temperature here

Collection Site Phone No. 5556274438

Step 3 To be initiated by the PERSON COLLECTING THE SPECIMEN and COMPLETED AS NECESSARY THEREAFTER:
I, the collector, by signing below certify that the specimen identified on this form is the specimen given to me by the donor identified above and that it has been collected, labeled and sealed in accordance with applicable requirements.

DATE: Month Day Year	RELEASED BY: Collector's Printed Name / Collector's Signature	RECEIVED BY:	PURPOSE OF CHANGE
02 15 2001	Bill Smith / Bill Smith	TEMPORARY STORAGE	Temporary Storage
02 15 2001	TEMPORARY STORAGE	Tester's Printed Name Bill Smith / Tester signature Bill Smith	Perform On-Site Test

Step 4 To be completed by person conducting on-site drug test only
RESULTS OF ON-SITE SCREEN TEST: ☐ NEGATIVE ☒ NON-NEGATIVE: REQUIRES ADDITIONAL TESTING

REMARKS CONCERNING COLLECTION / TEST

MEDTOX LABORATORIES CONFIRMATION REQUEST: (Send the marked laboratory specimen to MEDTOX Laboratories if result is non-negative.) 45991

TESTING OPTIONS ☐ 12 panel

Step 5 Complete Step 5 ONLY if the on-site test is non-negative.

DATE Month Day Year	RELEASED BY PRINTED NAME / SIGNATURE Tester's Printed Name / Tester's Signature	RECEIVED BY PRINTED NAME / SIGNATURE	PURPOSE OF CHANGE
02 15 2001	Bill Smith / Bill Smith	COURIER	For Transport to MEDTOX

Step 6 To be completed by MEDTOX

DATE Month Day Year	RELEASED BY PRINTED NAME / SIGNATURE	RECEIVED BY PRINTED NAME / SIGNATURE Receiving by Printed Name / Received by Signature	☐ SEAL INTACT PURPOSE OF CHANGE
/ /	COURIER		For Accessioning at MEDTOX

Step 7 To be completed by Donor Donor Name John Doe Donor Address 1234 Fifth Ave
City Anywhere State UT Zip 54321 Home Phone # (555) 123-4567 Work Phone # (555) 456-1237
Date of Birth 1/1/55
Should the result of this specimen test for the substances identified by this test be confirmed positive, you may be contacted regarding prescription and over-the-counter medications you may have taken. Therefore, you may want to make a list of these medications.

Step 8 To be completed by the MEDICAL REVIEW OFFICER
I have reviewed the laboratory results for the specimen identified by this form in accordance with acceptable requirements. My determination / verification is:
☐ Negative ☐ Positive ☐ Test Not Performed ☐ Test Cancelled REMARKS:

(PRINT) Medical Review Officer's Name (First, MI, Last) Signature of Medical Review Officer Date (Mo. Day Yr.)

COPY 2 SENT TO MRO (IF LISTED ABOVE) WITNESS DISPLAYER

100771 (8/00)

Copyright Medtox 1998

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LIMITATIONS OF PROCEDURES

PROFILE-II:

- PROFILE-II is only for use with unadulterated human urine samples.
- A positive result for any drug(s) in PROFILE-II does not indicate or measure intoxication. It only indicates the presence of specific drugs(s) in the urine specimen.
- Test results interpreted after 7 minutes may not be consistent with the original result obtained at the 7 minute reading. Disregard any results obtained after 7 minutes.
- Certain medications containing opiates or opiate derivatives, or amphetamines may produce a positive result in any chemical or immunological assay. Additionally, foods and tea containing poppy products, or prolonged passive inhalation of THC, may produce a positive result. Package insert contains additional information.
- There is a possibility that other substances and/or factors not listed above, e.g. technical or procedural errors, may interfere with the test and cause false results.
- Some result lines will be more faint than others. Any indication of a line represents a negative result.

LFAS Strip: The object of the tests for adulteration is to discover deviations in human urine samples, such as dilution or the addition of drug-test interfering substances. The list of limitations below includes those compounds or physical properties that may affect the test. Medications may cause abnormal results due to discoloration of the urine, and consequently mask the reagent pad color development.

Oxidant: Larger amounts of ascorbic acid that may be present in urine after a high intake of vitamin C (vitamin tablets, antibiotics, or fruit juices) can lead to lower or falsely negative results. Nitrates at very high concentrations (10mg/ml) will produce a green/black color change on the Oxidant pad. The presence of blood cells in the urine may cause the oxidant pad to turn green.

Nitrite: False positive results can be caused by the presence of diagnostic or therapeutic dyes in the urine. Very high concentrations of oxidant (80% bleach) will produce a brown color change on the Nitrite pad.

Glutaraldehyde: Phenylketones in higher concentrations interfere with the test, and will produce variable colors. Pthalein compounds interfere by producing a red coloration.

You have now completed the PROFILE-IIA training program.
To achieve certification as a tester with this device, you must successfully complete the following fifteen question certification quiz with a score of 80% or higher. If you have any questions and would like to speak to a service representative, please call us at 1-888-557-2590.

APPENDIX A – PROJECT LIST

Exhibit E - CBA Agreement (Professional Labor Agreement)

Project	Estimated Start Dates	Total Construction with full funding
		Rough Estimates From FMP
Building Projects CBA		
Wellness Center / Gym/ Pool	2015	$18,803,000
Preforming Arts Complex	2015	$37,269,540
Security Complex	2015	$2,299,692
National City Phase II	2015	$12,595,037
Math / Science Bldg	2016	$38,128,923
Student Union Complex	2016	$28,721,314
Parking Structure	2016	$8,640,000
Planetarium/Exhibit Hall/Large Lecture	2017	$7,410,450
Fine Arts / Gallery	2017	$13,401,870
Business / CIS, Comm	2018	$18,278,000
San Ysidro Phase II	2019	$15,281,077
Administration Building	2020	$15,214,600
Student Services	2022	$19,258,590
Maintenance and Operations	2022	$5,604,800
Automotive	2022	$10,151,130
1600's Repurposing	2022	$3,252,198
Journalism	2022	$1,317,008
Academic Success Center	2024	$8,331,995
Building 420	2025	$8,215,327
Otay Mesa Renovation	2020/2021	$1,032,308
Perimeter Roadway Realignment	TBD	$3,895,000
Surface Parking Improvements	TBD	$8,600,000
Inner Roadway Improvements	TBD	$936,000
Sub Total Designated CBA *		**$286,637,759**
Solar Installation (Not covered under CBA)		$12,000,000
Board will consider for CBA any Projects that are created from this list below.		
IT/ Central Services	2020	$4,130,676
Fields & Support		$6,500,000
Infrastructure-Primary & Secondary		$11,400,000
Ped Circ / Campus Amenities		$13,600,000
Demolition / Haz Mat Removal		$3,381,600
Interim Use Renovations		$521,550
Misc Building Improvements		$3,006,368
		54,540,194
	Totals Hard Construction *	**341,177,953**

*Totals are estimates and can change as projects are revised.

APPENDIX B – WORKFORCE OPPORTUNITY LETTER

The San Diego County Building & Construction Trades Council ("Council") and its affiliated unions (collectively "Unions") are committed to facilitating and promoting pathways for students and residents of the Southwestern Community College 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:

- At least once a year, the Council will work with its affiliated Unions to send letters to all union members residing within the District to inform them that they have priority for referral on Covered Projects, and to encourage them to maintain accurate registration for dispatch with their Union;

- The Council will work with the District to arrange tours for District career counselors of affiliated Unions' apprenticeship programs in San Diego 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 coordinate with its affiliated Unions to arrange for annual presentations at high schools within the District boundaries regarding the Unions' apprenticeship programs and opportunities for careers in the construction industry;

- The Council will organize, in coordination with the District, orientations at least once a quarter for local contractors regarding this Community Benefits Agreement;

- The Council will work with its affiliated Unions to inform local signatory contractors of the opportunities to bid on Projects under this Community Benefits Agreement; and

- The Council will work with the District to identify additional opportunities (such as career fairs, in-class presentations, etc.) for outreach to District students and residents regarding construction careers.