

**FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT PROJECT
STABILIZATION/CONSTRUCTION CAREERS AGREEMENT
AMENDMENT Number 4**

This Fourth Amendment to the Project Stabilization Agreement is entered into by and between the Foothill-De Anza Community College District (hereinafter "District") and the Santa Clara & San Benito Counties Building & Construction Trades Council (hereinafter "Council"), as of the execution date of this Amendment ("Effective Date"). The District and the Council are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, the District and the Council, and the Council's affiliated Local Unions ("Unions"), entered into the Foothill-De Anza Community College District Project Stabilization/Construction Careers Agreement ("Agreement") on April 8, 2008, and have since successfully and efficiently completed numerous construction projects under the Agreement;

WHEREAS, the Parties now wish to modify the Agreement to reflect the Parties' current needs and to cover additional District construction projects under the Agreement;

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1) Section 1.4 of the Agreement is hereby replaced, in its entirety, with the following:

1.4 "Project" means all District public works construction projects paid for in whole or in part out of Measure C or Measure G funds, with the exception of projects for which the District elects to use the alternative bidding procedures as permitted under the Uniform Public Construction Cost Accounting Act, Public Contract Code section 22030, *et seq.* The District and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. Although "Project" is used throughout this Agreement in the singular, it applies to all projects as defined in this Section.

2) Section 1.6 of the Agreement is hereby replaced, in its entirety, as follows:

1.6 "Bona Fide Apprenticeship Program" means a joint labor-management apprenticeship program approved by the California Division of Apprenticeship Standards.

3) New Sections 2.4.1, 2.4.2 and 2.4.3 shall be added to the Agreement, as follows:

2.4.1 This Agreement covers all on-site fabrication work over which the District, Contractor(s)/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). This Agreement also covers any off-site work, including fabrication, that is traditionally performed by the Unions and is directly or indirectly part of the Project, provided such work is covered by a Master Agreement or local addenda to a national agreement of the applicable Union(s).

2.4.2 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, this Agreement covers all construction trucking work, including the hauling and delivery of ready-mix, asphalt, aggregate, sand, soil or other fill or similar material that is directly incorporated into the construction process as well as the off-hauling of soil, sand, gravel, rocks, concrete, asphalt, excavation materials, construction debris and excess fill, material and/or mud. Contractor(s)/Employer(s), including brokers, of persons providing construction trucking

work shall provide certified payroll records to the District within ten (10) days of written request or as required by the bid specifications.

2.4.3 This Agreement does not apply to emergency work that is not advertised for bid as permitted by Public Contract Code section 20654.

4) Section 2.6.6 of the Agreement shall be deleted, and any reference(s) to 2.6.6 shall be removed.

5) Section 7.3 of the Agreement is hereby modified as follows:

7.3 No Limits on Choice of Materials/Equipment. There shall be no limitation or restriction by a Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the use of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish or pre-assembled materials, tools, or other labor saving devices, nor shall there be any limitation or restriction upon the implementation and use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work that may be initiated by the Contractor, provided, however, that nothing in this subsection shall alter the obligations to apply the pre-fabrication terms and conditions included in any Schedule A **as of the date of Amendment No. 4 to this Agreement**. The onsite installation or application of all items shall be performed by the craft having jurisdiction over such work.

6) A new Section 9.7 shall be added to the Agreement, as follows:

9.7 Should any of the arbitrators listed in this Section or Section 8 no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

7) A new Section 9.8 shall be added to the Agreement, as follows:

9.8 All disputes involving the discipline and/or discharge of an employee working on the Project shall be resolved through the grievance and arbitration provisions contained in the Master Agreement for the craft of the affected employee. No employee working on the Project shall be disciplined or discharged without just cause.

8) SECTION 10 of the Agreement is hereby replaced, in its entirety, with the following:

SECTION 10. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

10.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

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

10.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an arbitrator shall be chosen by the

procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

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

9) A new Section 21.2 shall be added to the Agreement, as follows:

21.2 It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on a Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

10) A new SECTION 22 shall be added to the Agreement as follows:

SECTION 22 PRE-JOB CONFERENCE

22.1 The Project Manager shall convene and conduct, at a location and time mutually agreeable to the Council, a pre-job conference with the Unions and the representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

- (a) The commencement of any Project work, and
- (b) The commencement of Project work on any subsequently awarded Construction Contract.

22.2 The pre-job conference shall be attended by a representative of each participating Contractor and each affected Union, and the Council and the District may attend at their discretion.

22.3 The pre-job conference shall include but not be limited to the following subjects:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

All of the terms and conditions of the original Agreement, and the First, Second and Third Amendments thereto, that are not expressly modified by this Fourth Amendment shall remain unchanged and in full force and effect.

[Execution on page to follow]

WITNESS THE EXECUTION HEREOF on the day and year first written below:

Foothill-De Anza Community College District

Santa Clara & San Benito Counties
Building & Construction Trades Council

By: *Susan Chew*
Susan Chew (Sep 14, 2021 16:38 PDT)

(Authorized Signature)

By: *David Bini*
David Bini (Sep 24, 2021 13:23 PDT)

(Authorized Signature)

Name: Susan Chew
Title: Vice Chancellor, Business Services

Name: David Bini
Title: Executive Director

Date: 09/14/2021

Date: 09/24/2021

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