

AMENDMENT NUMBER 1
TO THE
PROJECT LABOR AGREEMENT
FOR THE
PERALTA COMMUNITY COLLEGE DISTRICT

Recitals

WHEREAS, the Peralta Community College District (“District”), contractors and subcontractors (“Contractors”) who are or become signatory and the Building and Construction Building Trades Council of Alameda County and its member local unions (Collectively “Union(s)”) are parties to the Project Labor Agreement (“Agreement”) negotiated in 2009; and

WHEREAS, the District and the Unions have met and agreed that there are certain modifications that should be made based on experience; and

WHEREAS, Article 20.3 of the Agreement provides, in part, that “The parties may mutually agree in writing to amend, extend or terminate this agreement at any time”; and

WHEREAS, the District and the Unions now desire to amend and extend the Agreement to address certain areas of mutual concern.

NOW THEREFORE, the District and the Unions, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

1. The Agreement shall be amended to include the provisions in EXHIBIT A to this Amendment Number 1 in five (5) specific areas: local hiring, committee structure, jurisdictional disputes, arbitrators and core employees.
2. It is understood and agreed that, as a result, certain Articles of the PLA will be modified once this Amendment is approved by the District Board of Directors.

EXHIBIT A

MEMORANDUM OF UNDERSTANDING/SIDE LETTER

Project Labor Agreement Revisions
Peralta Community College District

December 10, 2014

Mr. Andreas Cluver
Building and Construction Trades Council of Alameda County
100 Hegenberger Road, Suite 120
Oakland, CA 94621

Re: Peralta Community College District Project Labor Agreement Revisions
Memorandum of Agreement/Side Letter

Dear Mr. Cluver,

After several meetings over the last few months, Davillier-Sloan, Inc. (DSI), as agent of the Peralta Community College District (District), has met with some members of the Construction and Building Trades Council of Alameda County (BTC). The purpose of the meetings was to discuss certain changes and additions to the Project Labor Agreement (PLA), originally negotiated in July, 2009. We have reached five (5) specific areas of mutual agreement: local hiring, committee structure, jurisdictional disputes, arbitrators and core employees. It is understood and agreed that, as a result, certain Articles of the PLA will be modified once the following is agreed to by the District Board of Directors:

1. Local Hiring: Article 16.1 of the existing PLA shall be modified with the additional language that follows: The agreement will allow placement” of graduates of the District’s construction related training programs into union apprenticeship programs, along with District students who may be graduates of other pre-apprenticeship programs such as the Cypress Mandela Training Center, provided that they meet the minimum requirements of the applicable Joint Apprenticeship Training Committee. The agreement will focus on the disadvantaged population in the District service area as a first source for direct placement. “Disadvantaged Population” shall mean Local Area Residents of the District’s six cities: Alameda, Albany, Berkeley, Emeryville, Piedmont and especially the City of Oakland who meet at least one of specified criteria, including but not limited to: household income below 50% of the Alameda County median, non-minor dependent youth, homeless, welfare recipients, have a history of involvement with the criminal justice system, are unemployed, or a single parent. To assure mutual satisfaction in quality of training, the BTC and the applicable trades will partner closely with the District’s training programs in an officially recognized advisory capacity.

- a. For each PLA covered project, the contractors will be responsible to ensure that it and/or its subcontractors hire at least one (1) new apprentice for the first \$1 million of construction value and for each succeeding \$5 million of construction contract value, the contractors and/or their subcontractors will be required to hire at least one (1) additional new apprentice. A new apprentice shall be defined as a Local Area Resident that has not worked in construction prior to the award date of the contract that they are being hired for or have been in state approved Labor Management Apprenticeship Program for no more than two years. All such apprentices should be graduates of approved construction related programs at Laney College or Laney graduates who have completed pre-apprenticeship training at programs with a known and successful track record of apprentice placement into jobs and is MC3 certified. All the pre-apprenticeship program graduates must be residents of The District service area and as a first source a member of the Disadvantaged Population, as described below. The District shall be responsible for developing and maintaining a list of such residents.
- b. “Disadvantaged Population” shall mean those Local Area Residents of the District’s six cities of: Alameda, Albany, Berkeley, Emeryville, Piedmont and especially the City of Oakland who meet at least one of the following criteria: household income below 50% of the Alameda County median, non-minor dependent youth (AB-12 youth – emancipated foster youth), homeless, welfare recipients, or veterans and have a history of involvement with the criminal justice system, are unemployed, or a single parent.
- c. Contractors will be required to document their good faith efforts to maximize the project work hours for the new hire apprentices. Contractors shall report those hours to a newly formed Joint Administrative Committee (JAC), as described below, which will evaluate those good faith efforts.
- d. Each Signatory Union will be responsible for dispatching/referring such Local Area Resident apprentices to the contractor if they are available, capable and willing to work on the covered projects. No one trade can be used to satisfy the goal by the provision of more than one (1) such first stage apprentices, unless required by the nature of the work and or agreed upon by the JAC.
- e. The Signatory Unions and contractors shall exercise, to the extent of their authority, their best efforts to recruit apprenticeship program applicants from the District service area and who are members of a Disadvantaged Population, as defined above. Further, for apprentices hired, there will be no limitation on where such apprentices will work subsequent to being hired for the covered projects. Contractors will be allowed to receive credit when utilizing apprentices for non-Project work during the life of the covered project, regardless of the location of the work.

- f. The Unions will cooperate with the District, contractors and the PLA Program Manager in conducting outreach activities to recruit and refer Local Area Residents applicants to apprenticeship programs. In addition, the Unions will work with designated pre-apprenticeship programs to promote graduates and enhance their entry into Apprenticeship programs.
- g. To the extent permitted by law and the Joint Apprenticeship Training Committee (JATC) requirements, the Unions will give credit to bona fide, provable past experience to applicants, including work for non-union contractors who become signatory to the PLA. The experience and practical knowledge of applicants will be reviewed and tested by the applicable JATC. Applicants will be placed at the appropriate stage of apprenticeship or journey level as the case may be. Final decisions will be the responsibility of the applicable JATC.
- h. On a quarterly basis, the signatory Unions agree to the following:
 - a) report to the PLA Program Manager in accordance with any limits set by applicable labor law, the availability and dispatch/placement of any new apprentices, as defined above on District projects.
 - b) assist the PLA Program Manager with maintaining a current list of Disadvantaged Population new apprentices available to work on the project.
 - c) provide the District and PLA Program Manager a report on the status of District identified Disadvantaged Population new apprentices, including but not limited to their placement and advancement who have signed a consent waiver.
- i. On an annual basis or upon request, the Union, District and the PLA Program Manager shall provide a report to the Board that shall include but not be limited to the local hiring and apprentice goal performance, as well as challenges and benefits of the PLA.
- j. The signatory Unions agree to co-host an annual job fair to provide maximum knowledge of the industry and apprenticeship opportunities to interested District students and other interested Local Area Residents.

2. Committee Structure:

- a. It is agreed to establish a four (4) person Joint Administrative Committee (JAC). This committee shall be comprised of two (2) representatives selected by the District, and two (2) representatives selected by the Union(s). Each representative shall designate an alternate who shall serve in his or her absence. The JAC shall meet as needed to review compliance with PLA policies including but not limited to local hire and grievance issues.


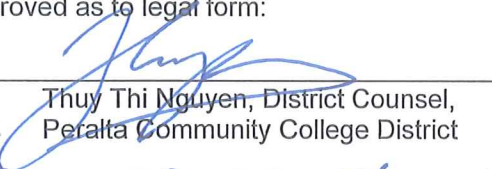
- b. There will be two subcommittees to the JAC, for the purpose of resolving grievances filed by any party. The composition of the first grievance subcommittee, which will only address grievances against contractors under Article 16 Local Hiring Program, will be one (1) representative from labor, one (1) representative from management and one (1) representative from a Community Based Organization, approved by mutual agreement. The composition of the second grievance subcommittee, which will address all other grievances, will be one (1) representative from labor and one (1) representative from District. The recommendations of both subcommittees will be made to the JAC. The final decision of the JAC will be binding upon all parties. In the event that no decision is made, then the matter will be referred to arbitration.
3. Jurisdictional Disputes: BTC will forward updated language for the resolution of jurisdictional disputes, to be included in the revised PLA)
4. Arbitrators: The updated list of arbitrators shall be:
 - a. For Article 6 Work Stoppages, Strikes, Sympathy Strikes and Lockouts to be forwarded by BTC;
 - b. For grievances found in Article 12.2 Step 3, arbitrators shall be: Barbara Kong-Brown, William Riker, Jerri-Lou Cossack, and others to be forwarded by BTC
 - c. For jurisdictional disputes found in Article 15.6, names can be found in the revised PLA.
5. Capacity Building/Core Workers: The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a small local Contractor has its own core workforce, the Contractor may request by name, and the Union(s) shall honor, referral of persons who demonstrate the following qualifications:
 - possess any license and/or certifications required by state or federal law for the Project work to be performed;
 - have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
 - were on the Contractors' active payroll for at least sixty (60) out of the one hundred forty (140) calendar days prior to the contract award; and
 - have the ability to perform safely the basic functions of the applicable trade.
 - be a Local Area resident for at least six months prior to the hire date.
 - a. The Union(s) will first refer to such Contractors one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractors' "core" employees as a journeyman and shall repeat the process,

one and one, until such Contractors' crew requirements are met or until such Contractors have hired no more than five (5) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)' hiring hall out-of-work list(s). For the duration of the Contractors' work the ratio shall be maintained and when the Contractors' workforce is reduced, Employees shall be laid off in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreement(s) with Signatory Union(s) hereto shall be bound to use the hiring hall provisions contained in the relevant MLA of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the MLAs as they relate to such Contractors.

- b. All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Union(s) so long as such procedures are in compliance with applicable federal, state or local law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason, provided that the Contractor complies with Article 22, Non-Discrimination, and in accordance with the applicable MLA.
- c. In accordance with the applicable Master Labor Agreement and in the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the request of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source ("Alternative Employees"). Upon hiring Alternative Employees, the Contractor shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by the provisions of this Article and the Union(s)' hiring hall rules.
- d. The Union(s) will exert their utmost efforts to assist the Joint Apprenticeship Training Committees in recruiting and training sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors. The parties to this Agreement support the development of increased numbers of skilled construction workers from the Residents of Alameda County to meet the needs of the Project and the requirements of the industry generally. Accordingly, contingent upon request by the Contractor, the Unions agree to encourage the referral and utilization of Local Resident graduates of Peralta's construction related training programs as journeyman and apprentices on the Project and the entrance of Residents into apprenticeships and training programs, as long such Residents possess the requisite skills and qualifications. In the instance of

apparent noncompliance by any of the parties to the agreement, the matter may be referred to the grievance procedure in Article 17 of the existing PLA.

All of the above is the understanding of the District in relation to the execution of a Memorandum of understanding/Side Letter to modify or add to the Articles of the Project Labor Agreement executed July 21, 2009.

<p>PERALTA COMMUNITY COLLEGE DISTRICT</p> <p>By:  José M. Ortiz, Chancellor (Authorized Agent)</p> <p>Date: <u>1.14.15</u></p> <p>Approved as to legal form:</p> <p>By:  Thuy Thi Nguyen, District Counsel, Peralta Community College District</p> <p>Date: <u>12-23-14</u></p>	<p>BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY:</p> <p>A California corporation,</p> <p>Address: 100 Hegenberger Road, Suite 120 Oakland, California 94621.</p> <p>By: _____</p> <p>Title: _____</p> <p>Attest: _____</p> <p>_____ Print Name and Title (If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)</p>
<p>Requisition No.: <u>Not Applicable</u></p> <p>Date: _____</p> <p>By: _____</p>	