**Action Item**

TO: Board of Trustees and Superintendent

PRESENTED BY: Steve Dickinson, Assistant Superintendent – Administrative Services

BOARD AGENDA ITEM: Consideration of Approval of Rancho Campana High School Project Labor Agreement

BOARD MEETING DATE: November 20, 2013

**BACKGROUND**

The Board has expressed an interest in having local contractors and local workers for the Rancho Campana High School construction project, scheduled to be built and open for the Fall of 2015.

**ADMINISTRATIVE DISCUSSION**

As a study session agenda item on October 9th, the Board discussed its interest in local work for this construction project and the possibility of using a Project Labor Agreement (PLA). The Board also received an update at the October 23rd Board meeting. Administration continues to work with local building trades on a mutually-agreeable PLA and will be available for public viewing prior to the Board meeting.

**FISCAL IMPLICATION**

None.

**RECOMMENDATION**

The Board of Trustees should discuss and decide action to be taken regarding a project labor agreement for Rancho Campana High School.
PROJECT LABOR AGREEMENT

COVERING CONSTRUCTION WORK
ON THE
RANCHO CAMPANA HIGH SCHOOL
OXNARD UNION HIGH SCHOOL DISTRICT

&

PRIME CONTRACTOR

&

Tri Counties
Building and Construction Trades Council,
AFL-CIO
(Ventura, Santa Barbara, San Luis Obispo, California)
ARTICLE 1 INITIAL PROVISIONS

1.1 This Project Labor Agreement ("Agreement") is entered into by Oxnard Union High School District, PRIME CONTRACTOR and the Tri Counties Building and Construction Trade Council, AFL-CIO ("Council") and its affiliated local unions who have executed this Agreement, all of who are referred to collectively as the "Unions".

1.2 This Project Agreement shall apply and is limited to the recognized and accepted historical definition of new construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work. The Project is defined as: Rancho Campana High School.

1.3 As provided below, contractors and subcontractors performing Covered Work (as defined in Article 2) will be subject to this Agreement by executing Attachment A, the Employer Agreement to be Bound (all of whom, are individually and collectively referred to as "Employer or Employers").

1.4 The Unions are labor organizations whose members are Construction Industry employees.

1.5 A large labor pool represented by the Unions will be required to execute the work involved in the Project. Employers wish, and it is the purpose of this Agreement, to ensure that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this project shall proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions.

1.6 It is recognized by the parties to this Agreement that any signatory Employers are acting only on behalf of said Employers and said Employers have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the Prime Contractor.

1.7 It is understood that the liability of the Prime Contractor is several and not joint with that of any other Employer or Union, and that the liability of each Employer is several and not joint. It is further understood that the liability of the separate Unions under this Agreement shall be several from and not joint with the liability of any other Employer or Union. The liability of the Prime Contractor shall be further limited to the Project and the liability of all Employers shall be further limited to the portion of the Project controlled by that Employer.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Except as otherwise provided in this Agreement, this Agreement covers all on-site construction of buildings, structures and other works and related activities for the Project, which are within the craft jurisdiction of one of the Unions as defined in the Master Labor Agreement and which are directly a part of the Project, including
without limitation, all construction, demolition or improvements required as a condition of approval by any public agency, and all fabrication work provided such work is within the fabrication provision of a local or national agreement of one of the Unions. All work described in this Section 2.1 is referred to in this Agreement as "Covered Work."

2.2 This agreement shall include the classifications of Building/Construction Inspector and Field Soils and Material Testers (Inspectors) as a covered craft under this agreement. This inclusion applies to the scope of work defined in the State of California Prevailing Wage Determination for said craft. Every Inspector performing work under these classifications pursuant to a professional service agreement or a construction contract shall be bound to all applicable requirements of this agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded. Nothing in this section will be construed to include Department of State Architects-certified inspectors as included under the scope of this Agreement.

2.3 Work excluded from the definition of Covered Work includes, but is not limited to, the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, architects and other design professionals, staff engineers, municipal inspectors, IT installers and technicians, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;

(b) Work on or with equipment and machinery owned or controlled and operated by the Prime Contractor of their direct employees;

(c) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated staging, lay-down or storage areas) which is not covered by the fabrication provision in the local master agreement of one of the Unions;

(d) All employees of the District, 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 are not engaged in Project Work) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the PLA. (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 and Material Testers under a professional
services agreement of a construction contract shall be bound to applicable requirements of the PLA. Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or on the Property and undertaken by state, county, city or other governmental bodies, or their contractors, or by public utilities or their contractors; or off-site work undertaken by the Prime Contractor or its contractor(s) for work which is not part of the Project or which is not required by a condition of approval for the Project:

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

(g) Work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee;

(h) Laboratory work for specialty testing or inspections not ordinarily done by the signatory Unions;

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

ARTICLE 3 MANAGEMENT RIGHTS

3.1 The Employers retain full and exclusive authority for the management of their operations. The management rights retained by the Employers, including those rights stated in this Section 3.1, are not limited except under the provisions of this Agreement or the Master Labor Agreements described in Article 4. The Employers shall direct their working forces at their prerogative, including but not limited to hiring, staffing levels, promotion, transfer, layoff, discipline or discharge for just cause; the assignment and scheduling of work; and the assignment of overtime work; and the promulgation of reasonable work rules. No rules, customs or practices shall be permitted or observed which limit or restrict production or limit or restrict the working efforts of employees. The Employers shall use the most efficient method or techniques of construction, tools, or other labor saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on the production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, and the Master Agreement, on the number of employees assigned to any crew or to any service.

ARTICLE 4 SUBCONTRACTING

4.1 Employers agree that during the term of this Agreement, they will contract or subcontract Covered Work only to a person, firm, or corporation who, at the time the Covered Work is performed, is a party to this Agreement with the craft Union covering the geographic area of the Project and having traditional and customary
jurisdiction over the work performed by that contractor's or subcontractor's employees. Except as provided in Section 5.1, any Employer (including the Prime Contractor) performing Covered Work on the Project with its employees, shall, as a condition to working on the Project, at the time the work is performed, be signatory to and perform all Covered Work under the terms of this Agreement. Employers (other than Prime Contractor) shall become party to this Agreement by executing Attachment A, the Employer Agreement to be Bound.

4.2 Nothing in this Agreement shall in any manner whatsoever limit the rights of Prime Contractor or any Employer to subcontract work or to select its contractors or subcontractors, provided, however, except as provided in Sections 5.1 and 5.2, all Employers, at all tiers, assigning, awarding, contracting or performing, or authorizing another to assign, award, contract or perform Covered Work shall be required to comply with the provisions of this Agreement. Prime Contractor and every Employer shall notify each of its contractors and subcontractors of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work, that all contractors and subcontractors at all tiers become signatory to this Agreement by signing Employer Agreements to be Bound. This Article 4 governs only the subcontracting of Covered Work. This Agreement does not apply to subcontracting of any other aspect of the work to be performed on the Project.

ARTICLE 5 - DELETED

ARTICLE 6  WAGES AND BENEFITS

6.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

6.2 Benefits Contractors shall pay contributions 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 Union 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, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.7(a), Contractors directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the foregoing. Bona fide jointly-trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the Parties to this Agreement during the life of this Agreement may be added.
The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

6.3 **Wage Premiums** Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable prevailing wage determination.

6.4 This Agreement shall not apply to executive employees, managerial employees, guards or any other employees not covered by the Master Agreement of the applicable Union.

**ARTICLE 7 UNION RECOGNITION**

7.1 The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for their respective construction employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of each Union.

7.2 All employees performing Covered Work shall be or shall become and then remain members in good standing of the appropriate Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

7.3 It is agreed that, except as provided otherwise in this Agreement, the Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring practices of the respective Union, including hiring of apprentices, and to utilize its registration facilities and referral systems. The Unions shall use their best efforts to recruit and provide an adequate number of skilled craft persons to fulfill the labor requirements of the Employers.

7.4 The Contractor(s) shall have the unqualified right to select and hire directly supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

7.5 In the event referral facilities maintained by the Unions are unable to refer the employees upon request of a Contractor(s) within a forty-eight (48) hour period after such requisition is made by the Contractor(s) (Saturday, Sundays and holidays excluded), the Contractor(s) shall be free to obtain the remaining employees from any source.

7.6 The Unions shall exert their utmost efforts, including requesting assistance from other Local Unions, to recruit a sufficient number of skilled craftpersons to fulfill the labor requirements of the Contractor(s).

7.7 In recognition of the fact that the communities closest to the project will be impacted by the construction of this project, the parties agree to support the development of increased numbers of construction workers from residents of
these communities. The Unions are encouraged to provide referrals and utilization of qualified workers from the tri county geographical area which constitutes Ventura, Santa Barbara and San Luis Obispo counties. These counties set geographical boundaries where the Unions shall make a concentrated effort to seek construction workers from said counties.

7.8 A goal of 30% of all skilled trade positions shall be from workers residing within the project area described in Section 7.7.

ARTICLE 8 NO STRIKES/NO LOCKOUTS

8.1 During the life of this Agreement, the Unions, their agents, their representatives and their employees agree that they shall not incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing, or other work stoppage or other kind of protest of any kind for any cause whatsoever with respect to this Project; and there shall be no lockout by Prime Contractor or any Employer. It is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to hire replacement workers and/or subcontractors in accordance with the terms of this Agreement, within 24 hours of written notice to the affected Union(s) of the violation of this Agreement. In addition, the Employer may seek relief in court (and shall not be limited to the remedy provided in Article 9, Grievance Procedure), specifically including injunctive relief, to restrain any such action on the part of the Union(s), and any of its agents, representatives or employees. In the event of a violation of this provision by the Unions or by the employees the Unions represent, an Employer whose employees have not reported to work may be replaced with any other contractor or subcontractor that executes the Agreement to be Bound in accordance with Section 4.1.

8.2 Notwithstanding the provisions in Section 8.1 above, it is agreed that a Union retains the right to withhold the services of its members from a particular contractor or subcontractor who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with its agreements with the Union; provided, however, that the Union shall give five business days written notice to Prime Contractor prior to withholding the services of its members, and that in the event the Union or any of its members withholds their services from such Employer, or subcontractor of the Employer, Prime Contractor shall have the right to replace such Employer with any other contractor or subcontractor that executes the Agreement to be Bound in accordance with Section 4.1.

ARTICLE 9 GRIEVANCE PROCEDURE

9.1 It is mutually agreed that any question arising out of and during the term of this Agreement involving the interpretation of a specific provision and application (other than Sections 1.2, 2.2(k), Article 12, Successorship and Article 10 Jurisdictional Disputes) shall be considered a grievance. Questions arising out of
or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that particular Master Agreement.

9.2 Prime Contractor and each Employer, as well as the Unions, may initiate grievances under this Article.

9.3 A grievance shall be considered null and void if not brought to the attention of the Employer(s) or the Prime Contractor or the Union, as the case may be, within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered. The term "working days" as used in this article shall exclude Saturday, Sunday or holidays regardless of whether any work is actually performed on such days.

9.4 Grievances shall be settled according to the following procedure except that grievances that do not involve an individual grievant shall commence at Step 2.

**Step 1**

The Steward and the grievant shall attempt to resolve the grievance with the craft supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.

**Step 2**

In the event the matter remains unresolved in Step 1 above, within five (5) working days notice to the Unions, the alleged grievance may be referred in writing to the Business Manager(s) of the Craft Union and the Labor Relations representative of the Employer(s) for discussion and resolution. A copy of the written grievance shall also be mailed / faxed to Prime Contractor.

**Step 3**

In the event the matter remains unresolved in Step 2 above, within five (5) working days after receipt by Employer, the grievance may be referred in writing to the Business Manager(s) of the affected Union(s) involved and the Manager of Labor Relations of the Employer(s) or the Manager designated representative, and Prime Contractor or its Assignee(s) for discussion and resolution.

**Step 4**

If the grievance is not settled in Step 3 within five (5) working days of referral, either party may request the dispute be submitted to arbitration or the time may be extended by mutual written consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing within ten (10) days of the Step 3 referral with a copy to the Prime Contractor. An Arbitrator shall be selected from a list of seven (7) arbitrators provided by the American Arbitration Association by each party striking names, with the grieving party striking first. In the event the Arbitrator selected by the parties is not available in a reasonable time to hear the grievance and the parties have not mutually agreed to extend the time for arbitration, the last stricken Arbitrator will be selected. A reasonable time is defined as fifteen (15) days where the grievance concerns employment discharge and thirty (30) days for all other grievances.
9.5 The Arbitrator shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

9.6 Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Prime Contractor. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from, any provisions of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement.

9.7 The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

9.8 Any party to the grievance may invite Prime Contractor to participate in the resolution of a grievance. Prime Contractor or its Assignee(s) may, at its own initiative, participate in Step 1 through 3 of the grievance procedure.

9.9 In determining whether the time limits of Steps 2-4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, faxed, or postmarked within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, faxed or postmarked during the extended time period.

ARTICLE 10 JURISDICTIONAL DISPUTES

10.1 The assignment of 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 Settlement of Jurisdictional Disputes in the Construction Industry ("the Plan") or any successor Plan.

10.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and 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 method or 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 Contractors and Unions parties to this Agreement.

10.3 All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 8.1 (No Strikes/No Lockouts), and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
10.4 Each Contractor may conduct a pre job conference with the Council prior to commencing work. Prime Contractor or its assignee(s) will be advised in advance of all such conferences and may participate if they wish.

**ARTICLE 11  LABOR/MANAGEMENT**

11.1 Prime Contractor or its assignee(s) shall convene a meeting with the Council, Unions and Employers. The purpose of the meeting is for Prime Contractor or its assignee(s) to describe the number, skill and qualifications of employees Prime Contractor or its assignee(s) expects to need to complete the Covered Work under that phase of the Project. The parties shall work together to ensure that there are adequate numbers of skilled and qualified employees available to perform the Covered Work.

11.3 A Pre-Job conference will be held prior to the commencement of work to establish the scope of work in each Employer's contract. When a contract has been let to an Employer(s) covered by this Agreement a Pre-Job Conference and/or Mark-Up meeting shall be required upon request of any Union, Employer or Prime Contractor or its assignee(s).

11.4 Prime Contractor or its assignee(s), or it designated representative, will schedule and attend all Pre-Job Conferences and Mark-Up meetings.

11.5 Prior to the commencement of work, Prime Contractor or its assignee(s) shall convene a meeting to establish security procedure, site regulations, safety requirements, driving and parking regulations.

**ARTICLE 12 -- DELETED**

**ARTICLE 13  APPRENTICES**

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

13.2 The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.

13.3 There shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

13.4 The Unions and the Employers shall make a good faith effort to recruit and select youth from the Oxnard Union High School District to participate in all apprenticeship programs sponsored by the signatories to this Agreement for the benefit of this project. Unions agree to coordinate with the Prime Contractors in outreach efforts in the Oxnard Union High School Community to achieve the objective of providing training and employment to those qualified to participate in such programs.
13.5 Any party alleging a violation of this section may file a grievance under Article 9, Grievance Procedure, commencing with Step 3 of the procedure, notwithstanding any limitations included therein.

**ARTICLE 14 HELMETS TO HARDHATS**

14.1 The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter: Center”) and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

**ARTICLE 15 GENERAL PROVISIONS**

15.1 If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial, or administrative branch of the federal or state government, the Employers, Council and Unions shall suspend the operations of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will comport with the intent and purpose of the article or provision in question.

15.2 If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

15.3 Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

15.4 This Agreement may be executed in counterpart.
15.5 Any notices required under this Agreement shall be given as follows:

To Prime Contractor:

Oxnard Union High School District
309 South ‘K’ Street
Oxnard, CA 93030

And

PRIME CONTRACTOR
P.O. Box 81747
Bakersfield, CA 93380

And

To The Council:

Steven M. Weiner, Executive Secretary-Treasurer
Tri-Counties Building and Construction Trades Council
411 E. Canon Perdido Street, Suite 12
Santa Barbara, CA 93101
Phone: (805) 683-0410

Any party may notify the other in writing of any change in the person or address for the purpose of service of notices.

ARTICLE 16 WAIVER

16.1 The parties hereby acknowledge that this Agreement is a lawful pre-hire agreement within the meaning of Section 8(f) of the National Labor Relations Act; Prime Contractor and its assignee(s) and each other Employer hereby expressly waives its right to contest, challenge, repudiate or void (hereinafter collective "challenge") this Agreement, directly or indirectly, on any basis, in any proceeding before any federal, state or local court, agency or other tribunal, including the National Labor Relations Board, or before any arbitrator or hearing officer, including any challenge to the validity of this Agreement that is raised as a defense to any action or claim brought by the Unions. This Agreement shall be a complete defense to any such challenge.

16.2 Each Employer further agrees that it shall not solicit, finance or participate in any challenge to this Agreement by any other person or entity. Payment of regular annual dues to an organization or association does not constitute "solicitation", "financing", or "participation in" a challenge as those terms are used in this Agreement.
ARTICLE 17    TERM OF AGREEMENT

17.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect until notice of completion of project pursuant to Article 2, at which point it will become null and void.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of __________________________ , 20____.

OXNARD UNION HIGH SCHOOL DISTRICT

By: __________________________
[NAME OF SignER]

PRIME CONTRACTOR

By: __________________________
[NAME OF SignER]
TRI-COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL, AFL-CIO:

By: __________________________
   Steven M. Weiner
   Executive Secretary-Treasurer

UNIONS [Confirm all signatory Unions]:

By: __________________________
   ASBESTOS WORKERS LOCAL #5

By: __________________________  By: __________________________
   BOILERMAKERS LOCAL #92     CEMENT MASONS LOCAL #600

By: __________________________  By: __________________________
   BRICKLAYERS & ALLIED CRAFTS LOCAL #4  ELEVATOR WORKERS LOCAL #18

By: __________________________  By: __________________________
   GLAZIERS & GLASSWORKERS LOCAL #636  PAINTERS DISTRICT COUNCIL #36

By: __________________________  By: __________________________
   IBEW LOCAL #952               ROOFERS LOCAL #36

By: __________________________  By: __________________________
   IRON WORKERS LOCAL #416       SHEET METAL LOCAL #273
By: ___________________________  By: ___________________________
IRON WORKERS LOCAL #433      FLOORLAYERS #1247

By: ___________________________  By: ___________________________
LABORERS LOCAL #585            TILE, MARBLE AND TERRAZZO
                                LOCAL # 18

By: ___________________________  By: ___________________________
PLASTERERS LOCAL #200          UNITED ASSOCIATION LOCAL #484

By: ___________________________  By: ___________________________
OPERATING ENGINEERS LOCAL #12   UNITED ASSOCIATION LOCAL #669

By: ___________________________  By: ___________________________
ATTACHMENT A

AGREEMENT TO BE BOUND

The undersigned, as a contractor or subcontractor (hereafter "Contractor") on the PRIME CONTRACTOR, as defined in Section 1.2 (hereafter "Project"), of the Project Labor Agreement ("Agreement"), for and in consideration of the award to it of a contract to perform work on the Project, and in further consideration of the promises made in this Agreement and all attachments a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

2. The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

3. Certifies that it has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

4. Agrees to secure from any Contractor(s) (as defined in the Agreement) that are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

DATED: ____________________________

Contractor

(Authorized Officer & Title)

Its: ____________________________

(Address)