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 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.
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.
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,
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.

PERALTA COMMUNITY COLLEGE DISTRICT

By: ____________________________
Jose M. Ortiz, Chancellor
(Authorized Agent)

Date: ____________

Approved as to legal form:

By: ____________________________
Thuy Thi Nguyen, District Counsel,
Peralta Community College District

Date: ____________

BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY:

A California corporation,

Address: 100 Hegenberger Road, Suite 120
Oakland, California 94621

By: ____________________________

Title: ____________________________

Attest: ____________________________

Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Requisition No.: Not Applicable

Date: ____________________________

By: ____________________________
LETTER OF ASSENT
PROJECT LABOR AGREEMENT

The undersigned, as a Contractor on the Peralta Community College Project, ("Project"), subject to the Project Labor Agreement ("Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the 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 only for the duration and scope of the Contractor's work on the Project.

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 trustee 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 which would preclude its full and complete compliance with the terms and conditions of said Agreement.

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

DATED: ______________ Name of Contractor ____________________________

(Authorized Officer & Title) ____________________________

Contractor's State License # ____________________________

Project Name ____________________________

Contract Number ____________________________

Name of Prime Contractor or Higher Level Subcontractor ____________________________

Peralta Community College District
Project Labor Agreement
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