

**FIRST AMENDMENT TO THE COMMUNITY WORKFORCE AGREEMENT BY AND
BETWEEN THE OXNARD UNION HIGH SCHOOL DISTRICT AND TRI COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL AND THE SIGNATORY
CRAFT COUNCILS AND UNIONS FOR CONSTRUCTION PROJECT WORK**

The Parties agree under Section 20.2 of the Community Workforce Agreement ("CWA") to hereby amend the CWA as follows:

1. **Section 20.2** This Agreement may be extended by mutual consent of the District and the Unions for such further periods as the Parties shall agree to, or for the performance of further construction work which may be added to this Agreement, as set forth in Section 3.2.2 above.

2. **Section 3.2** Specific. The Covered Projects are defined and limited to:

Section 3.2.1. All construction and major rehabilitation and renovation work related to the Projects described in **Appendix A** attached hereto are covered by the terms and conditions of this Agreement; and

Section 3.2.2. The District and/or the Contractors, as appropriate, have the absolute right to award through competitive bidding, lease leaseback, design build or other delivery method contracts or subcontracts on any Project subject to the CWA 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 ready, willing and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement. Further, if the District enters into a contract subject to Education Code sections 17250.10, *et seq.* and Education Code sections 17406, *et seq.*, this CWA shall be deemed to satisfy the requirements of Education Code sections 17250.25(c)(2)(B) and 17407.5(b)(2).

3. **Section 3.3** Excluded Work. Work excluded from this Agreement includes, but is not limited to the following:

4. **Section 3.3.1** This Agreement shall be limited to Project Work undertaken pursuant to contracts with 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 Agreement.

5. In **Section 3.3.5**, insert "Surveyor" before each reference of "Building/Construction Inspectors and Field Soils and Material Testers"; after "(Inspectors)" insert "... as determined by the Director of the Department of Industrial Relations for the Building/Construction Inspector and Field Soils and Material Tester Classification"; and insert at the end of the provision "This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance.""

6. **Section 8.2** Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and

assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 8.2 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

7. In **Section 9.5.2**, delete "who are Local Residents".

8. Step 3, under **Section 13.2**, the Arbitrators listed shall be replaced with the following Arbitrators: (1) Najeeb Khoury; (2) Sara Adler; (3) Fredric Horowitz; (4) Edna Francis; (5) David Weinberg; (6) Andrea Dooley; and (7) Robert Hirsch.

9. **Section 14.3** If a dispute arising under this Article involves the Western States 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, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

10. **Section 20.1** This Agreement shall be effective from the date signed by all Parties ("Effective Date") and shall remain in effect for a period of five (5) years or until all Project Work to be performed under this Agreement has been completed, whichever occurs first. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Community Workforce Agreement for Oxnard Union High School District for Construction Project Work to be executed as of the date and year below stated.

Dated: 3/3/25

OXNARD UNION HIGH SCHOOL DISTRICT

By: Tha M. McCoy
Dr. Tom McCoy, Superintendent of Schools

Dated: 2/17/2024

TRI COUNTIES BUILDING AND
CONSTRUCTION TRADES COUNCIL

By: Joshua Medrano
Joshua Medrano, Executive Secretary Treasurer

PLA Renewal**Exhibit A**PLA Project List

School	Project		School	Project
ACHS	New PAC		PHS	Pool
CIHS	HVAC & Modernization		PHS	Flooring
CIHS	Pool		RCHS	Small GYM
CIHS	Building H - HVAC & Culinary		RCHS	Soccer Field/ Small Stadium
CIHS	HVAC Revision at B, C & D		RCHS	Workforce Housing - Infrastructure/Site Prep
CIHS	New PAC		RMHS	Traffic Safety
DSHS	Stadium/ Playfields & Parking Lots		RMHS	New PAC
DSHS	New PAC/ Building B		RMHS	New Condor Center/ Art Wing
DSHS	Pool		RMHS	Faculty Parking Lot
HHS	New PAC			