

PROJECT STABILIZATION AGREEMENT FOR LIBERTY UNION HIGH SCHOOL DISTRICT

INTRODUCTION/FINDINGS

This Project Stabilization Agreement is entered into this 13 day of May, 2026, by and between Liberty Union High School District (hereinafter the "District"), together with its contractors and subcontractors of all tiers, who shall become signatory to this Agreement by signing an **"Agreement to be Bound" (Addendum A)** (hereinafter the "Contractor(s)/ Employer(s)"); the Contra Costa County Building and Construction Trades Council (hereinafter the "Council"); the Council's affiliated unions: Asbestos Workers Local 16, Boilermakers Local 549, Bricklayers Local 3, Cement Masons Local 300, District Council 16 of the International Union of Painters and Allied Trades, Elevator Constructors Local 8, International Brotherhood of Electrical Workers Local 302, Iron Workers Local 378, Northern California District Council of Laborers, Operating Engineers Local 3, Operating Engineers Local 3, Plasterers Local 300, Roofers and Waterproofers Local 81, Sheet Metal Workers Local 104, Sprinklerfitters Local 483, Teamsters Local 315, United Association Local 159, United Association Local 342, and United Association Local 355; and the North Coast States Carpenters Regional Council (referred to collectively herein as the "Union(s)"). A Union that executes this Agreement shall become a party hereto.

The purpose of this Agreement is to promote the efficiency of construction operations for Liberty Union High School District through use of skilled labor resulting in quality construction outcomes, and to provide for the peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project(s) covered by this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost importance to meet the needs of the District and avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of construction work on the Project and will be represented by the Unions who are signatory to this Agreement and employed by the Contractors and subcontractors who are also signatory to this Agreement; and

WHEREAS, the use of skilled labor on construction work increases the safety of construction projects as well as the quality of completed work; and

WHEREAS, it is recognized that on a Project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption may be substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions, and the Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project and to encourage close cooperation among the Contractors/Employers and the Unions so that a satisfactory, continuous and harmonious relationship will exist; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if Union and non-union workers of different employers were to work side by side on the Project, potentially leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractors/Employers and the Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event the provisions of this Agreement shall prevail; and

WHEREAS, the District places high priority upon the development of comprehensive programs for the recruitment, training and employment of local area residents and military veterans, and recognizes the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable career pathways in the construction industry; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California State Public Contract Code and all state, local and federal laws; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work toward the mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I **DEFINITIONS**

1.1 "Agreement" means this Project Stabilization Agreement.

1.2 "Agreement to be Bound" means the agreement (attached hereto as Addendum A) that shall be executed by each and every Contractor/Employer as a condition of working on the Project.

1.3 "District" means Liberty Union High School District and its governing board, officers, agents and employees, including managerial personnel.

1.4 "Completion" means that point at which there is Final Acceptance by the District of a Construction Contract and the District has filed a Notice of Completion. For purposes of this definition, "Final Acceptance" means that point in time at which the District has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted

and training completed in accordance with the contract documents and the District has executed a written acceptance of the work.

1.5 “Construction Contract” means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contracts under which construction of the Project is done) awarded by the District that are necessary to complete the Project.

1.6 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, that is an independent business enterprise and enters into a contract with the District with respect to the construction of any part of the Project, and all contractors and subcontractors of any tier.

1.7 “Council” means the Contra Costa County Building and Construction Trades Council.

1.8 “Master Agreement” or “Schedule A” means the Master Collective Bargaining Agreement(s) of each craft Union signatory hereto.

1.9 "Project" means all District projects paid for in whole or in part by District funds, where either the engineer's estimate of the total cost of the project or the cumulative bid amount(s) submitted by the contractor(s) awarded the Construction Contract(s) for the Project, exceeds one and a half million dollars (\$1,500,000) (“Total Cost Threshold”). The Total Cost Threshold will be increased on an annual basis on the anniversary date of this Agreement, based on the most recent West Region Consumer Price Index for All Urban Consumers (CPI-U, 12-month percent change, all items index, not seasonally adjusted), to be capped at one million and seven hundred and fifty thousand dollars (\$1,750,000). All Construction Contracts required to complete an integrated Project shall be considered in determining whether this threshold is met. The District and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term “Project” applies to each and all projects as defined in this section, whether used in the singular or plural herein.

1.10 “Project Manager” means the person(s) or entity(ies) designated by the District to oversee all phases of construction on the Project and the implementation of this Agreement.

1.11 “Union” or “Unions” means the Contra Costa Building and Construction Trades Council and the labor organizations on the attached signature page who become signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 **Parties:** This Agreement applies to and is limited to all Contractors/Employers performing Covered Work, as defined in Section 2.3 below, under a Construction Contract on the Project (including subcontractors at any tier) and their successors and assigns, the District, the Council, and the Unions signatory to this Agreement.

2.2 Applicability: This Agreement governs all Construction Contracts awarded on the Project. For purposes of this Agreement, Construction Contracts shall be considered Completed as set forth in Section 1.4, except when the District directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, landscaping and temporary fencing, temporary HVAC, geotechnical and exploratory drilling, soils and materials testing and inspection, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.3.1 This Agreement applies to any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or subsystems for the Project performed after Completion, unless performed by District employees.

2.3.2 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 following Unions: Sheet Metal Workers Local 104, UA Local 159, UA Local 342, UA Local 355, and IBEW Local 302.

2.3.3 Except for the delivery of supplies, equipment or materials that are stockpiled for later use, to the extent the work is covered by a wage determination issued by the Director of the Department of Industrial Relations, 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 integrated into the flow process of construction, 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.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, with the exception that Articles IV, XII and XIII of this Agreement shall apply to such work.

2.3.5 If the District enters into a contract subject to Education Code sections 17250.10, et seq. and Education Code sections 17406 and 17407, this Agreement shall be deemed to satisfy the requirements of Education Code sections 17250.25(c)(2) and 17407.5(b); further, it is the intent of the Parties that this Agreement satisfy the criteria necessary to exempt the District from any statutory skilled and trained workforce requirements on such Projects.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement.

2.4.1 This Agreement shall not apply to work performed by the District's own employees as permitted by the Public Contract Code.

2.4.2 This Agreement shall not apply to a Contractor/Employer's non-construction craft executives, managerial employees, administrative personnel, and supervisors above the level of general foreman (unless covered by a Master Agreement), or the work of the Project Stabilization Coordinator (should the District choose to engage one), 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 not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, provided the foregoing personnel is not performing Covered Work within the scope of this Agreement.

2.4.3 This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line and provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.4.4 This Agreement shall not apply to the off-site maintenance of leased equipment and on-site supervision of such work.

2.4.5 This Agreement shall not apply to work substantially funded by any federal, state, local or other public agency that prohibits the use of project labor agreements on projects receiving its funding, or the funding of projects on which such agreements are used. With respect to such work, the District agrees to make a reasonable effort to defend the application of this Agreement, including by making a written request to the funding source. Notwithstanding the foregoing, should only a specific provision of the Agreement be prohibited by the funding source, then, upon mutual agreement by the Council, the District shall modify the requirements of this Agreement accordingly, to allow this Agreement to remain in place and to advance the purposes of this Agreement to the maximum extent feasible.

2.4.6 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's

warranty, may dictate that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident.

2.4.7 This Agreement does not apply to specialized or technical work that must be performed by a manufacturer to preserve or provide a warranty, provided, however, that the manufacturer or responsible Contractor can demonstrate, by an enumeration of specific tasks, that the work cannot be performed by craft workers covered by this Agreement. Any specialized or technical work subject to this Section shall be discussed at the Pre-Job Conference held pursuant to this Agreement.

2.5 Award of Contracts: It is understood and agreed that this Agreement permits all qualified contractors and subcontractors to bid for and be awarded work on a Project without regard to whether they are otherwise parties to collective bargaining agreements. The bidder need only be willing, ready and able to execute and comply with this Agreement. 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 the Project. a copy of all invitations to bid shall be provided to the Council at the time of issuance.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Council, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as a Contractor or subcontractor thereunder, all Contractors/Employers agree to be bound by each and every provision of this Agreement and agree to evidence their acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as **Addendum A**.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a condition of accepting the award of a construction subcontract, to agree in writing, by executing the Agreement to be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor may not be evaded by subcontracting. If the subcontractor refuses to execute the Agreement to be Bound, then such subcontractor shall not be awarded a Construction Contract on the Project.

3.4 This Agreement shall only be binding on the signatory parties hereto, and their successors and assigns, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement, except as otherwise provided by law or the applicable Master Agreement. Any dispute between the Union(s) and the Contractor(s) with respect to compliance with this Agreement shall not affect

the rights, liabilities, obligations and duties between the Union(s) and other Contractor(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a Union signatory to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a Union shall not affect the rights, liabilities, obligations and duties between the Contractor(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including the Schedule As incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. To the extent a provision of this Agreement conflicts with a Schedule A, the provision of this Agreement shall prevail. Where a provision of a Schedule A does not conflict with this Agreement, the provision of the Schedule A shall apply.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, the District, and the Contractor(s)/Employer(s) covered by this Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or any other District facility because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/ Employer(s) on other District projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a Master Agreement expires before the Contractor/Employer completes the performance of work under a Construction Contract and the Union or Contractor/Employer gives notice of a demand for a new or modified Master Agreement, the Union agrees that it will not strike on work covered by this Agreement and the Union and the Contractor/Employer agree that the expired Master Agreement will continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached. If the new or modified Master Agreement provides that any terms of the Master Agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the new or modified Master Agreement that are applicable to any employee(s) on the Project during the interim, with retroactive payment due within seven (7) calendar days of the effective date of the new or modified Master Agreement.

4.1.4 In the case of nonpayment of wages or trust fund contributions on the Project, the Union shall give the District and the Contractor/Employer three (3) business days' notice when nonpayment of trust fund contributions has occurred, and one (1) business day's notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck, of the intent to withhold labor from the Contractor/Employers' or their subcontractor's workforce,

during which time the Contractor/Employer may correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll shall not be considered a violation of this Article.

4.1.5 Notification: If the District or any Contractor contends that any Union has violated this Article, it will so notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use its best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the workers of their obligations under this Article. A Union complying with this obligation shall not be held responsible for the unauthorized acts of employees it represents.

4.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred.

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator, under this procedure. In the event the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, the parties shall select the arbitrator from the list in Section 12.4. Notice to the arbitrator shall be by the most expeditious means available, with notice by email and telephone to the District, the involved Contractor, and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the District will contact the permanent arbitrator named above, or the alternate if the permanent arbitrator is not available, who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by email and telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) calendar days, but the parties shall not delay compliance with or enforcement of the award due to the issuance of a written opinion. The arbitrator may order cessation of the violation of this Article, and the arbitrator's award shall be served on all parties by hand or registered mail upon issuance. Should a party found in violation of this Article fail to comply with the arbitrator's award ordering the party to cease the violation, the party in violation shall pay to the affected party as liquidated damages the sum of ten

thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 The arbitrator's award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. The party filing such enforcement proceedings shall give written notice to the other party. In a proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all parties waive the right to a hearing and agree that such proceeding may be *ex parte*. However, such agreement does not waive any party's right to seek or participate in a hearing for a final order of enforcement. Any court order enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance with the above procedure, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

4.2.8 Should either the permanent or the alternate arbitrator identified above no longer work as a labor arbitrator, the District and the Council shall mutually agree to a replacement.

ARTICLE V **PRE-JOB CONFERENCES**

5.1 Timing: 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.

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

5.3 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.

5.4 All Unions shall be given notice of pre-job conferences by the Council.

5.5 Review Meetings: The District and the Council shall have the right to call a meeting of the appropriate parties to ensure the terms of this Agreement are being fulfilled.

ARTICLE VI **NO DISCRIMINATION**

6.1 The Contractors/Employers and Unions agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability or any other characteristic protected by federal, state or local law. The Contractors/Employers and the Unions agree to comply with all anti-discrimination provisions of federal, state, and local law, to protect employees and applicants for employment, on the Project.

ARTICLE VII **UNION REPRESENTATION AND REFERRAL**

7.1 The Contractors/Employers recognize the Unions as the sole bargaining representative of all craft employees performing Covered Work under this Agreement, and all such employees must be represented by a Union for the duration of their employment on the Project.

7.2 The Contractors/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. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3 Authorized representatives of the Unions shall have access to the Project whenever work covered by this Agreement is being, has been, or will be performed on the Project.

7.4 Contractor(s)/Employer(s) performing construction work on the Project shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

7.5 Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s), unless such craft construction employee is covered by a Master Agreement.

7.6 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain the worker(s) from any source. A Contractor/Employer who hires a worker(s) to perform Covered Work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such worker(s) and shall immediately refer such worker(s) to the appropriate Union to satisfy the requirements of Article VII of this Agreement.

7.7 Local Employment: It is in the interest of the parties to this Agreement to facilitate employment of Local Area residents and to use resources in the Local Area in construction of the Project. The "Local Area" shall be defined as the boundaries of the District plus the cities of Pittsburg and Antioch. The Unions will exert their utmost efforts to recruit sufficient numbers of craft persons to fulfill the referral requirements of the Contractor(s)/Employer(s). To the extent allowed by law, and consistent with the Unions' hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the Local Area, including journeymen and apprentices, shall be referred for Project work covered by this Agreement. To support this effort the Parties have established a goal that 15% of all of the labor and craft positions shall be from Local Area residents.

7.8 Student Outreach: The Unions agree to engage in the following, upon reasonable request of the District:

7.8.1 Providing guest speakers at District schools or other District sites;

7.8.2 Hosting student field trips to Joint Labor-Management Apprenticeship Program training centers;

7.8.3 Connecting students with mentors who are journeypersons or apprentices in the building trades during the academic school year;

7.8.4 Providing consultation to and serving as a resource for teachers providing instruction curriculum, including employment opportunities in the building trades;

7.8.5 Assisting the District in exploring and identifying willing contractors that are interested in providing student internships;

7.8.6 Actively participating in and helping to host career fairs for District students and families to inform students and their families about career opportunities in, and career pathways into, the building trades; and

7.8.7 Coordinating with the District regarding opportunities for students, including adult education students, to enter the building trades through pre-apprenticeship and/or apprenticeship programs.

7.9 District Security Requirements: The Parties agree to adhere to the District's policy that Contractors shall not employ a person who would not be eligible for employment by the District under California Education Code Section 45123. In addition, the Parties agree to adhere to any criminal background check certification requirements contained in California Education Code Sections 45125.1 and 45125.2 for those persons who may have more than limited contact with pupils in the course of performing work on a Project.

ARTICLE VIII **WAGES AND BENEFITS**

8.1 The Contractors/Employers agree to pay all benefit contributions required by the applicable Master Agreement(s), including but not limited to vacation, pension and/or other deferred compensation, apprenticeship, worker protection and assistance, health benefit, and any other funds established by the applicable Master Agreement(s) for each hour worked on the Project, in the amounts designated in the applicable Master Agreement(s).

8.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements for the benefit funds described in Section 8.1, which may from time to time be amended, specifying the detailed basis upon which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local Trust Agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if they were appointed by the Contractors/Employers. The Contractors/Employers agree to execute a separate subscription agreement(s) when such Trust Fund(s) requires such document(s) (provided that such subscription agreement does not purport to bind the Contractor/Employer beyond the terms and conditions of this Agreement).

8.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective craft, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

8.4 Holidays: Holidays shall be as set forth in the applicable Master Agreement.

ARTICLE IX **APPRENTICES**

9.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, including on public works projects, the Contractors/Employers shall employ apprentices from a California state-approved Joint Apprenticeship Training Program in their respective crafts, to perform such work as is within their capabilities and that is customarily performed by the craft in which they are indentured.

9.2 Apprentice ratios will be in compliance with the provisions of the California Labor Code and the applicable state prevailing wage determination.

9.3 Consistent with the Master Agreements, there shall be no restriction on the utilization of apprentices in performing the work of their craft provided they are properly indentured and supervised.

ARTICLE X **HELMETS TO HARDHATS**

10.1 The Contractors/Employers and 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 Contractors/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.

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

ARTICLE XI **COMPLIANCE**

11.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of Article VIII of this Agreement. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent wages or Trust Fund contributions from Contractors/Employers on the Project. Because the Project is a public work subject to the California Labor Code, the District, its Project Stabilization Coordinator (if any), or the construction manager, shall monitor and enforce the Contractors/Employers' compliance with state prevailing wage requirements as well as this Agreement.

ARTICLE XII **GRIEVANCE ARBITRATION PROCEDURE**

12.1 Project Labor Disputes: All disputes involving the application or interpretation of a Master Agreement to which a Contractor/Employer and a Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of this Agreement, other than disputes under Article IV and Article XIII, shall be subject to resolution by the grievance arbitration procedures set forth in this Article.

12.2 Employee Discipline: 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.

12.3 No grievance shall be recognized unless the grieving party (Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. Time limits may be extended by mutual agreement of the parties.

12.4 Grievances shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the representative of the involved Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer, shall confer and attempt to resolve the grievance.

Step 2: If the grievance is not resolved at Step 1, within five (5) business days of the Step 1 meeting or the conclusion of efforts to resolve the grievance at Step 1, the alleged grievance may be referred in writing by either involved party to the Business Manager(s) of the affected Union(s) involved and the Labor Relations Manager of the Contractor/Employer, or the Contractor/Employer's designated representative, for discussion and resolution. This time limit may be extended by mutual consent of both parties. Regardless of which party has initiated the grievance, the Union shall notify its International Union representative prior to the Step 2 meeting, and the International Union representative shall advise if it intends to participate in the Step 2 meeting. The Project Manager and the Council shall have the right to participate in any efforts to resolve the dispute at Step 2.

Step 3: If the grievance is not resolved at Step 2, either party may request the dispute be submitted to arbitration within five (5) business days of the Step 2 meeting or the conclusion of efforts to resolve the grievance at Step 2. This time limit may be extended by mutual consent of both parties. Within five (5) business days after referral of a dispute to arbitration, the representatives shall notify the permanent arbitrator designated in Article IV, or if not available, the alternate arbitrator designated in Article IV, for final and binding arbitration. If the permanent arbitrator or the alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of three (3) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Carol Vendrillo
3. Morris Davis

12.5 The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

12.6 The time limits specified at any step of the grievance procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances or disputes.

12.7 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this grievance procedure, the parties agree that such settlements shall not be precedent setting.

12.8 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the District withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, or its higher-tier Contractor, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the District until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an arbitrator shall so order.

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

ARTICLE XIII

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

13.1 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.

13.2 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.

13.3 If a dispute arising under this Article involves the North Coast States 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, 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.

13.4 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.

13.5 Each Employer will conduct a pre-job conference with the Council prior to commencing work. The District and the Project Manager will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE XIV **MANAGEMENT RIGHTS**

14.1 Consistent with the Schedule A agreements, the Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that all lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE XV **DRUG AND ALCOHOL TESTING**

15.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at the Project site at any time during the work day is prohibited.

15.2 Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Schedule A. In the event the applicable Schedule A does not contain a substance abuse prevention policy with a drug and alcohol testing protocol, then the drug and alcohol testing protocol attached as Addendum B shall apply.

ARTICLE XVI **SAVINGS CLAUSE**

16.1 If any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word that will meet the objections to its validity and will be in accordance with its original intent.

16.2 In the event a decision of a court of competent jurisdiction materially alters the terms of this Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of the Agreement's provisions, and the District accordingly determines that compliance with this Agreement will not be required in order to perform work under a Construction Contract, the Unions will no longer be bound by the provisions of Article IV.

ARTICLE XVII **TERM**

17.1 This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project.

17.2 This Agreement shall apply until the Completion of each Project in accordance with Sections 1.4 and 2.2.

17.3 This Agreement shall become effective upon execution by the District and the Council. Prior to each five (5) year anniversary of the effective date of this Agreement, the District, the Council, and the Unions shall meet to discuss proposed changes, if any, to the Agreement. Absent changes or termination, the Agreement will roll over for an additional five (5) years.

ARTICLE XVIII **MISCELLANEOUS PROVISIONS**

18.1 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

18.2 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Faxed or emailed signature pages transmitted to other parties to this Agreement shall be deemed the equivalent of original signatures.

18.3 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

18.4 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

18.5 All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

LIBERTY UNION HIGH SCHOOL DISTRICT

By: _____
Name/Title: _____

Date: _____

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LIBERTY UNION HIGH SCHOOL DISTRICT

By:  Date: 6/22/20
Name/Title: Erik Faulkner, Associate Superintendent

Contra Costa Building and Construction Trades Council

By: Tim Sbranti Date: _____

Name: Tim Sbranti, Executive Director

North Coast States Regional Council of Carpenters, for itself and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Asbestos Workers Local 16

By: _____ Date: _____

Name: _____

Boilermakers Local 549

By: _____ Date: _____

Name: _____

Bricklayers Local 3

By: _____ Date: _____

Name: _____

Cement Masons Local 300

By: _____ Date: _____

Name: _____

District Council 16 of the International Union of Painters and Allied Trades, for itself and its Affiliated Local Unions

Contra Costa Building and Construction Trades Council

By: _____ Date: _____

Name: Tim Sbranti, Executive Director

North Coast States Regional Council of Carpenters, for itself and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Asbestos Workers Local 16

By: Chris Greaney

Date: 5/26/2024

Name: CHRIS GREANEY

Boilermakers Local 549

By: _____ Date: _____

Name: _____

Bricklayers Local 3

By: _____ Date: _____

Name: _____

Cement Masons Local 300

By: _____ Date: _____

Name: _____

District Council 16 of the International Union of Painters and Allied Trades, for itself and its Affiliated Local Unions

Contra Costa Building and Construction Trades Council

By: _____ Date: _____

Name: Tim Sbranti, Executive Director

North Coast States Regional Council of Carpenters, for itself and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Asbestos Workers Local 16

By: _____ Date: _____

Name: _____

Boilermakers Local 549

By: Randy Thomas Date: 5-20-26

Name: Randy Thomas

Bricklayers Local 3

By: _____ Date: _____

Name: _____

Cement Masons Local 300

By: _____ Date: _____

Name: _____

District Council 16 of the International Union of Painters and Allied Trades, for itself and its Affiliated Local Unions

Contra Costa Building and Construction Trades Council

By: _____ Date: _____

Name: Tim Sbranti, Executive Director

North Coast States Regional Council of Carpenters, for itself and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Asbestos Workers Local 16

By: _____ Date: _____

Name: _____

Boilermakers Local 549

By: _____ Date: _____

Name: _____

Bricklayers Local 3

By: Troy Garland Date: 06/16/2026

Name: Troy Garland

Cement Masons Local 300

By: _____ Date: _____

Name: _____

District Council 16 of the International Union of Painters and Allied Trades, for itself and its Affiliated Local Unions

Contra Costa Building and Construction Trades Council

By: _____ Date: _____

Name: Tim Sbranti, Executive Director

North Coast States Regional Council of Carpenters, for itself and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Asbestos Workers Local 16

By: _____ Date: _____

Name: _____

Boilermakers Local 549

By: _____ Date: _____

Name: _____

Bricklayers Local 3

By: _____ Date: _____

Name: _____

Cement Masons Local 300

By:  _____ Date: 5-20-26

Name: Greg Levy Sr. BA PLCM

District Council 16 of the International Union of Painters and Allied Trades, for itself and its Affiliated Local Unions

By:  Date: 5/21/2026
Name: Robert A. Williams III

Elevator Constructors Local 8

By: _____ Date: _____
Name: _____

International Brotherhood of Electrical Workers Local 302

By: _____ Date: _____
Name: _____

Iron Workers Local 378

By: _____ Date: _____
Name: _____

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By: _____ Date: _____
Name: _____

Operating Engineers Local 3

By: _____ Date: _____
Name: _____

Plasterers Local 300

By: _____ Date: _____
Name: _____

By: _____ Date: _____

Name: _____

Elevator Constructors Local 8

By:  _____ Date: 5/20/2026

Name: Matthew Russo

International Brotherhood of Electrical Workers Local 302

By: _____ Date: _____

Name: _____

Iron Workers Local 378

By: _____ Date: _____

Name: _____

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Operating Engineers Local 3

By: _____ Date: _____

Name: _____

Plasterers Local 300

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____

Elevator Constructors Local 8

By: _____ Date: _____

Name: _____

International Brotherhood of Electrical Workers Local 302

By:  Date: 05/21/26

Name: Julian J. Vinatieri

Iron Workers Local 378

By: _____ Date: _____

Name: _____

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Operating Engineers Local 3

By: _____ Date: _____

Name: _____

Plasterers Local 300

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____

Elevator Constructors Local 8

By: _____ Date: _____

Name: _____

International Brotherhood of Electrical Workers Local 302

By: _____ Date: _____

Name: _____

Iron Workers Local 378

By:  _____ Date: 5/20/26

Name: Jason Gallia

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Operating Engineers Local 3

By: _____ Date: _____

Name: _____

Plasterers Local 300

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____

Elevator Constructors Local 8

By: _____ Date: _____

Name: _____

International Brotherhood of Electrical Workers Local 302

By: _____ Date: _____

Name: _____

Iron Workers Local 378

By: _____ Date: _____

Name: _____

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By:  _____ Date: June 10, 2026

Name: Oscar De La Torre

Operating Engineers Local 3

By: _____ Date: _____

Name: _____

Plasterers Local 300

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____

Elevator Constructors Local 8

By: _____ Date: _____

Name: _____

International Brotherhood of Electrical Workers Local 302

By: _____ Date: _____

Name: _____

Iron Workers Local 378

By: _____ Date: _____

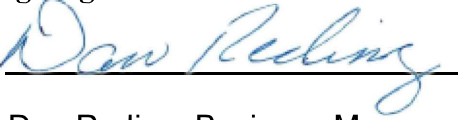
Name: _____

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Operating Engineers Local 3

By:  Date: 6/25/2026

Name: Dan Reding, Business Manager

Plasterers Local 300

By: _____ Date: _____

Name: _____

By: _____ Date: _____

Name: _____

Elevator Constructors Local 8

By: _____ Date: _____

Name: _____

International Brotherhood of Electrical Workers Local 302

By: _____ Date: _____

Name: _____

Iron Workers Local 378

By: _____ Date: _____

Name: _____

Northern California District Council of Laborers for itself, and its Affiliated Local Unions

By: _____ Date: _____

Name: _____

Operating Engineers Local 3

By: _____ Date: _____

Name: _____

Plasterers Local 300

By:  _____ Date: 5-20-2026

Name: Mark Johnson.BA OPLMIA

Roofers and Waterproofers Local 81

By: Rodrigo Estrada Date: May 28, 2026

Name: Rodrigo Estrada

Sheet Metal Workers Local 104

By: _____ Date: _____

Name: _____

Sprinklerfitters Local 483

By: _____ Date: _____

Name: _____

Teamsters Local 315

By: _____ Date: _____

Name: _____

United Association Local 159

By: _____ Date: _____

Name: _____

United Association Local 342

By: _____ Date: _____

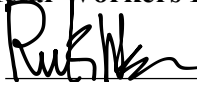
Name: _____

Roofers and Waterproofers Local 81

By: _____ Date: _____

Name: _____

Sheet Metal Workers Local 104

By:  Date: 6-3-2026

Name: Rick Werner

Sprinklerfitters Local 483

By: _____ Date: _____

Name: _____

Teamsters Local 315

By: _____ Date: _____

Name: _____

United Association Local 159

By: _____ Date: _____

Name: _____

United Association Local 342

By: _____ Date: _____

Name: _____

Roofers and Waterproofers Local 81

By: _____ Date: _____

Name: _____

Sheet Metal Workers Local 104

By: _____ Date: _____

Name: _____

Sprinklerfitters Local 483

By:  _____ Date: 06/29/2026

Name: _____

Teamsters Local 315

By: _____ Date: _____

Name: _____

United Association Local 159

By: _____ Date: _____

Name: _____

United Association Local 342

By: _____ Date: _____

Name: _____

Roofers and Waterproofers Local 81

By: _____ Date: _____

Name: _____

Sheet Metal Workers Local 104

By: _____ Date: _____

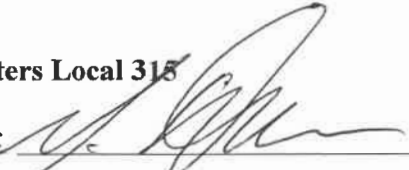
Name: _____

Sprinklerfitters Local 483

By: _____ Date: _____

Name: _____

Teamsters Local 315

By:  _____ Date: 5/26/26

Name: MIKE HUGHES BA IBT LU 315

United Association Local 159

By: _____ Date: _____

Name: _____

United Association Local 342

By: _____ Date: _____

Name: _____

Roofers and Waterproofers Local 81

By: _____ Date: _____

Name: _____

Sheet Metal Workers Local 104

By: _____ Date: _____

Name: _____

Sprinklerfitters Local 483

By: _____ Date: _____

Name: _____

Teamsters Local 315

By: _____ Date: _____

Name: _____

United Association Local 159

By: Nigel Goochwin Date: 5/20/2026

Name: [Signature]

United Association Local 342

By: _____ Date: _____

Name: _____

Roofers and Waterproofers Local 81

By: _____ Date: _____

Name: _____

Sheet Metal Workers Local 104

By: _____ Date: _____

Name: _____

Sprinklerfitters Local 483

By: _____ Date: _____

Name: _____

Teamsters Local 315

By: _____ Date: _____

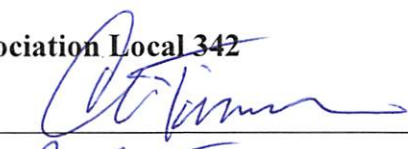
Name: _____

United Association Local 159

By: _____ Date: _____

Name: _____

United Association Local 342

By:  Date: 05/24/2026

Name: Chi Timmons

United Association Local 355

By: Felipe Y R

Date: 05/22/2026

Name: FELIPE HERNANDEZ RIOS

Addendum A
AGREEMENT TO BE BOUND

[Date]
[Addressee]
[Address]

Re: Liberty Union High School District Project Stabilization Agreement
Agreement to be Bound

Dear _____:

The undersigned confirms that it agrees to be a party to and bound by the Liberty Union High School District Project Stabilization Agreement (“Agreement”) as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement to be Bound, the undersigned subscribes to, adopts and agrees to be bound by the written terms of the legally established trust fund documents as set forth in Section 8.1 of the Agreement, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds, and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).

The obligation to be a party to and bound by the Agreement shall extend to all work covered by the Liberty Union High School District Project Stabilization Agreement undertaken by the undersigned. The undersigned shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of the Agreement by signing an identical Agreement to be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Authorized Person: _____

Address of Authorized Person: _____

State Public Works Registration Number: _____

Addendum B

APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse can cause in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this Agreement and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “Policy.”

It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol, is absolutely prohibited while employees are on the Project premises or while working on any jobsite in connection with work performed under the Agreement.

No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the Agreement and subject to the grievance procedure.

A Contractor who elects to implement drug and alcohol testing as a condition of hiring shall do so in accordance with this Policy. Individuals who were employed on the Project prior to proper implementation of this Policy may only be subjected to testing for the reasons set forth in the below section regarding “Conditions for Post-Employment Testing.” Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

Testing Procedure

The following procedure shall apply to all drug and alcohol testing:

The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law. The testing shall be done

by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.

An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the Agreement, then the new levels will be applied and incorporated herein. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of their specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.

If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee their employment on the project.

Conditions for Post-Employment Testing

No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing, with the following exceptions:

- 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment, or injury to themselves or others, may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
- 2) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing their job. Reasonable cause shall be defined as aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Union steward. If the Union steward is not present on site, the Union shall designate the second person. Testing shall be pursuant to the procedures stated hereinabove.

There shall be no random drug or alcohol testing.

Applicants or employees who are tested and do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Master Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. Applicants who are put to work pending the results of a test will be considered probationary employees.

“Quick Screening” Tests

A Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, shall have the right to offer an applicant or employee a “quick screening” test. This test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick screening” tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the “quick screening” tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the “quick screening” test, or who rejects the tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the “quick screening” test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Policy as a result of any occurrence related to the “quick screening” test.

Other Provisions

It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.

Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the Agreement.

The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

In the event an employee has successfully completed a drug and/or alcohol rehabilitation program, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse prevention programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

Any modifications to this Policy must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

ARTICLE 1 Initial Test Analyte	ARTICLE 2	ARTICLE 3 Initial Test Cutoff ¹	ARTICLE 4 Confirmatory Test Analyte	ARTICLE 5 Confirmatory Test Cutoff Concentration
ARTICLE 6 Marijuana metabolites (THCA) ²	ARTICLE 7	ARTICLE 8 50 ng/ml ³	ARTICLE 9 THCA	ARTICLE 10 15 ng/ml
ARTICLE 11 Cocaine metabolite (Benzoyllecgonine)	ARTICLE 12	ARTICLE 13 150 ng/ml ³	ARTICLE 14 Benzoyllecgonine	ARTICLE 15 100 ng/ml
ARTICLE 16 Codeine/ Morphine	ARTICLE 17	ARTICLE 18 2000 ng/ml	ARTICLE 19 Codeine Morphine	ARTICLE 20 2000 ng/ml
ARTICLE 21 Hydrocodone/ Hydromorphone	ARTICLE 22	ARTICLE 23 300 ng/ml	ARTICLE 24 Hydrocodone Hydromorphone	ARTICLE 25 100 ng/ml
ARTICLE 26 Alcohol	ARTICLE 27	ARTICLE 28 0.02%	ARTICLE 29 Ethanol	ARTICLE 30 0.02%
ARTICLE 31 Oxycodone/ Oxymorphone	ARTICLE 32	ARTICLE 33 100 ng/ml	ARTICLE 34 Oxycodone Oxymorphone	ARTICLE 35 100 ng/ml
ARTICLE 36 6-Acetylmorphine	ARTICLE 37	ARTICLE 38 10 ng/ml	ARTICLE 39 6-Acetylmorphine	ARTICLE 40 10 ng/ml
ARTICLE 41 Pencyclidine	ARTICLE 42	ARTICLE 43 25 ng/ml	ARTICLE 44 Pencyclidine	ARTICLE 45 25 ng/ml

¹ For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

² An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9-carboxylic acid (THCA).

³ **Alternate technology (THCA and benzoyllecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoyllecgonine).

ARTICLE 46 Amphetamine/ Methamphetamine	ARTICLE 47	ARTICLE 48 500 ng/ml	ARTICLE 49 Amphetamine/ Methamphetamine	ARTICLE 50 250 ng/ml 250 ng/ml
ARTICLE 51 MDMA ⁴ /MDA ⁵	ARTICLE 52	ARTICLE 53 500 ng/ml	ARTICLE 54 MDMA MDA	ARTICLE 55 250 ng/ml 250 ng/ml
ARTICLE 56 Initial Test Analyte	ARTICLE 57	ARTICLE 58 Initial Test Cutoff	ARTICLE 59 Confirmatory Test Analyte	ARTICLE 60 Confirmatory Test Cutoff Concentration
ARTICLE 61 Barbiturates	ARTICLE 62	ARTICLE 63 300 ng/ml	ARTICLE 64 Barbiturates	ARTICLE 65 200 ng/ml
ARTICLE 66 Benzodiazepines	ARTICLE 67	ARTICLE 68 300 ng/ml	ARTICLE 69 Benzodiazepines	ARTICLE 70 300 ng/ml
ARTICLE 71 Methadone ⁶	ARTICLE 72	ARTICLE 73 300 ng/ml	ARTICLE 74 Methadone	ARTICLE 75 100 ng/ml
ARTICLE 76 Methaqualone	ARTICLE 77	ARTICLE 78 300 ng/ml	ARTICLE 79 Methaqualone	ARTICLE 80 300 ng/ml
ARTICLE 81 Propoxyphene	ARTICLE 82	ARTICLE 83 300 ng/ml	ARTICLE 84 Propoxyphene	ARTICLE 85 100 ng/ml

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.