

The following language resides in the Construction Careers Agreement and is important to the overall affect fo the agreement.

INTRODUCTION/FINDINGS

The purpose of this Agreement is to promote efficiency of construction operations during the construction of the Foothill-De Anza Community College District projects funded by proceeds from the Measure C bonds covered by this Agreement, promote career opportunities and job placement for District students and provide for 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 projects.

WHEREAS, the District values the development of comprehensive training and educational programs that will assist students in obtaining meaningful and sustainable careers in the building and construction industry; and

WHEREAS, it is the intent of the parties to this Agreement that the obligation of Contractors bound to this Agreement to provide training and employment opportunities to graduates/students as described in Appendix C will extend beyond the Project and continue until good faith efforts have been met as defined in Appendix C, or until twelve (12) months after the completion of all work under the Scope of this Agreement, whichever comes first;

SECTION 2. SCOPE OF AGREEMENT

2.1 Parties. This Agreement applies and is limited to all Contractors of whatever tier performing construction contracts on the Project; the District; the Council; and Signatory Unions.

2.2 This Project Agreement applies to all work identified as “The Project” in Section 1.4 above performed by the Contractor(s) of whatever tier, that have been awarded specific contracts for covered construction work on or after the effective date of this Agreement. Covered construction work shall include modular furniture installation, low voltage wiring, site preparation and dedicated off site work.

2.3 It is understood by the parties that the District may, at any time, and at its sole discretion, combine, consolidate or modify and/or not build any one or more of the particular projects covered by this Agreement and, with mutual agreement of the negotiating parties to this Agreement, determine to build additional projects under this Agreement not currently proposed.

2.7 Notwithstanding any of the exclusions set forth above, it is the intent of the parties to this Agreement that, insofar as this Agreement obligates its signatories to those conditions set forth in Appendix C to this Agreement, those obligations are not limited to the duration of this Agreement or the Contractor’s performance of work on the Project, but shall continue after such Contractor’s work on the Project has been completed and shall apply to subsequent construction projects until the Contractor has fulfilled the good faith efforts in Appendix C or until twelve (12) months after the completion of all work under the Scope of this Agreement, whichever comes first.

5.5 Referral of Area Residents. Union(s) will exert their utmost efforts to recruit sufficient numbers of skilled craft-persons to fulfill the requirements of the Contractor/Employer(s), including preferential dispatch if permissible under applicable laws and hiring hall policies/bylaws. Additionally the Parties to this Agreement, including the program/construction manager(s), support the development of increased numbers of skilled construction workers from the students of the Foothill-DeAnza Community College District to meet the needs of the Project and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the local Unions and the standards of the Apprenticeship programs, of qualified students who have successfully completed in partnership with the program/construction manager(s), as journeymen and apprentices on the Project including entrance into such apprenticeship programs as may be operated by the signatory Unions. Additionally, all Contractors and program/construction manager(s) under contract to the District for the Project will sponsor and participate in a

Construction Careers Program in conjunction with the parties to this Agreement as outlined in (Appendix C). Such participation in the Construction Careers Program will continue beyond the Contractor performance of work on the Project for so long as it takes to meet the requirements in Appendix C Section 2 (e) or until twelve (12) months after the completion of all work under the Scope of this Agreement, whichever comes first.

The following is the appendix that accompanies the basic agreement, effectively making the difference between a PLA and a CCA.

APPENDIX C

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

CONSTRUCTION CAREERS PROGRAM

The Foothill De Anza Community College's Construction Career Program ("Program") will consist of at least one elective class focused on the careers available in the Construction Industry that will be taught at one or both of the Districts' campuses or at another college/educational campus mutually agreeable to both parties (the Building Trades Council and the District. The overall objectives of this Program are to (a) prepare students for immediate employment in the field of construction, (b) provide knowledge for advancement within a construction trade, (c) provide knowledge for employment or self-employment as a contractor, and/or (d) offer opportunities and knowledge necessary to transfer to a baccalaureate institution. The purpose of this Program is to add an additional student learning outcome: exposure and awareness of apprenticeship and other construction career opportunities and attainment of both math and workplace knowledge to be competitive apprenticeship applicants.

Santa Clara County Construction Careers Association. In order to facilitate the goals of this partnership, the District agrees to become a member of the Santa Clara County Construction Careers Association (S4CA). There shall be no fees associated with membership to S4CA. S4CA will provide technical assistance and job placement and tracking services on behalf of the District for students who enter and graduate the Construction Career Program/class. The purpose of the SC4A will be to assist and aid in the Program/Class developed and delivered by the District. Additionally S4CA and the Council will actively work to identify sources for educational and financial support including State and Federal funding for the program.

Employment of Students. The Building Trades Council and the District working through S4CA shall make arrangements for contractors working under this Construction Careers Agreement to employ up to a maximum of thirty (30) graduates/students selected by the District annually. The students shall be paid no less than fifteen dollars (\$15.00) per hour for work in job classifications unless employed as an apprentice, and then the appropriate hourly rate determined by the appropriate apprentice program will apply.

Priority on Apprenticeship List. The training and employment program of the students shall be developed by the District and the S4CA such that graduating students shall possess the skills, training, and educational background to help the graduate achieve priority on the lists of the Building Trades Apprenticeship Programs for those which maintain a list and direct entry for those programs where direct entry is possible. It is recognized that the Apprenticeship Programs operate according to existing Standards approved by the Division of Apprenticeship Standards of the State of California Department of Industrial Relations and the standards set forth in the collective bargaining agreements for each building trade.

Binding Effect. This Agreement is binding on all contractors performing work on the project of any tier and the District, as per Appendix B to this Agreement, and their successors and assigns. However, nothing in this Appendix C shall supersede the provisions of the Agreement, a schedule "A" labor agreement or the approved standards for any Building Trades apprenticeship program. Further, the obligations contained herein to provide employment opportunities to program graduates shall extend to construction projects other than the duration of this project or the contractor/employer's performance of work on this Project.

AGREEMENT OF CONTRACTORS

I, _____, by affixing my signature hereto, understand that with the support of the Building and Construction Trades Council, the Contractor(s) has agreed to work with the District and the S4CA to provide construction employment opportunities on this project for qualifying program participants in the District's Construction Career Program. S4CA will assist in, screening, referring and placing qualified individuals selected by the District for employment opportunities through the building and construction trades unions.

S4CA will also provide retention services to individuals referred to this Project for employment. The District will serve as the lead agency for the association, and as such, will be the agency that contractors will contact to provide appropriate employment information as described below.

I understand that as a contractor on this Project, my participation in the District's Program is mandatory and is a material term of my contract with the General Contractor. Specifically, I agree to comply with the following requirements:

- 1) To contact and provide the following information to the District of all apprentice level job openings on this project in a timely manner when requested:
 - a) description of the job, including the trade;
 - b) specific qualifications, skills, and any other job requirements;
 - c) person's name and telephone number at my business who will be responsible for answering questions regarding the job opening; and description of how applicants should apply for the job.

- 2) To work cooperatively with the District and make good faith efforts on all projects undertaken by the contractor or employer for so long as this agreement is effective to employ qualified individuals referred by the District. "Good faith efforts" shall mean:
 - a) To offer the District the first opportunity to provide qualified

Individuals for employment consideration on apprentice level positions, subject to any collective bargaining agreements, and the standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.

- b) To interview all qualified candidates referred by the committee and to not reject any of these individuals without reasonable justifications;
- c) To request construction trades unions to dispatch qualified individuals referred by S4CA by name when feasible, as permitted under the appropriate Collective Bargaining Agreement, and rules and regulations of the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
- d) To make best efforts to hire candidates referred by the S4CA when they are equally or better qualified than all other job applicants for the particular job opening. Offer the District the first opportunity to provide qualified individuals for employment.
- e) Good faith efforts will have been met if contractor employs one or more qualifying program graduates on this project or other projects not proprietary to the District as an apprentice or another position (at not less than fifteen dollars (\$15) per hour) within the company with the intent to become an apprentice.
- f) Upon notice of failure to employ one or more qualifying program graduates, contractor will be required within thirty (30) days to employ local student(s) from the program that have participated in the Construction Career Program in work positions when such student(s) are available for hire from the Program.

3) To maintain records that document compliance with this agreement and to provide such records to the General Contractor or the S4CA upon request.

4) In the event that my business subcontracts a portion of the work agreed upon in this project's Contract Documents, I agree to be responsible for ensuring that my subcontractors comply with all terms and conditions under this agreement, and the appropriate union Collective Bargaining Agreement.

5) Nothing in this agreement precludes my business from assigning existing employees to work on this Project.

Name of Prime Contractor or
Higher Level Subcontractor _____

Signature _____ Print Name _____

Title _____ Contractor's License # _____

Project Name _____ Bid # _____