

Facilities Planning and Development Council

*March 26, 2026
Zoom Conference Call
10:00a.m. – 11:30a.m.*

AGENDA

I. WELCOME AND CALL TO ORDER

II. APPROVAL OF MINUTES

A. February 26, 2026

III. FACILITIES PLANNING UPDATES

- A. Facilities Master Plans
- B. CCCC'O Facilities Planning Update
- C. Policies and Procedures
- D. Long-Term Capital Facilities Program
- E. Sustainability and Climate Action
- F. Affordable Student Housing
- G. Legislative & Regulations Updates
- H. Land Acquisition

IV. PROJECT UPDATES

- A. Division of the State Architects
- B. Capital Projects Status Report and [Capital Project Summary Log](#)
- C. Scheduled Maintenance Projects
- D. Measure CC Program Master Milestone Schedule for January 2026
- E. Non-Measure CC Projects Master Milestone Schedule for January 2026

V. NEW AGENDA ITEM(S); ADDITIONAL MATERIALS; PRESENTATION

A. RCCD Community Workforce & Student Opportunity Agreement – Next Steps

VI. Presentations/Guest

Gafcon Team



FACILITIES PLANNING and DEVELOPMENT COUNCIL

February 26, 2026 Zoom Conference Call

10:00a.m. – 11:30a.m.

MEETING MINUTES

VOTING MEMBERS AND ATTENDEES:

Name	Title	Present YES/NO
Hussain Agah	District - Associate Vice Chancellor, Facilities Planning and Development – Co-chair	YES
Mehran Mohtasham	District - Director, Capital Planning	YES
Bart Doering	District - Facilities Development Director	YES
Misty Griffin	District - Director, Business Services	YES
Monica Esqueda	District – Interim Director, Risk Management	YES
Susanne Ma	District – Director, Information Technology Infrastructure and Systems	YES
Majd Askar	Moreno Valley College – Vice President, Business Services	YES
Michael Collins	Norco College – Vice President, Business Services	NO
Elia Blount	Riverside City College - Vice President, Business Services	NO
Ron Kirkpatrick	Moreno Valley College – Director, Facilities Maintenance & Operations	NO
Travonne Bell	Norco College – Director, Facilities Maintenance & Operations	YES
Robert Beebe	Riverside City College – Director, Facilities Maintenance & Operations	NO
Esteban Navas	Moreno Valley College – Academic Senate President	NO
Kimberly Bell	Norco College – Academic Senate President	NO
Jo Scott-Coe	Riverside City College – Academic Senate President	YES
Terry Janecek	Moreno Valley College – Classified Professional Representative	YES
TBD	Norco College – Classified Professional Representative	NO
Nate Swift	Riverside City College – Classified Professional Representative	NO
Ron Kluth	Riverside City College – Classified Professional Representative	YES
Myra Nava	District – Classified Professional Representative	YES
Gabriel Graves	Student Representative	NO

NON-VOTING MEMBERS AND ATTENDEES:

Name	Title	Present YES/NO
Don Wilcoxson	Riverside City College – Academic Senate Representative	NO
Robert Fontaine	Moreno Valley College – Academic Senate Representative	NO
Ray Vasquez	Norco College – Interim Manager of Facilities, Grounds & Utilization	YES
Krystin Mendez	Riverside City College – Assistant Director of Facilities Maintenance and Operations	NO
Mireya Vargas	District – Interim Facilities Planning Specialist, Accounting, FPD	YES
Mejgan Ahmadi	District – FPD (Recorder)	YES
Gafcon Consultants	Mike Clark, Carey Demas, and Chris Dunne	YES
Kevin Harrison	District – Director, Technology Support Services	YES

Riverside Community College District Facilities Planning and Development (FPD) supports the educational mission of the District and its three Colleges- Moreno Valley, Norco and Riverside City through advanced planning and development of facilities, standards, infrastructure and resources that promotes a learning environment by providing safe, sustainable and high-quality campuses. The FPD administers the facilities improvements to ensure compliance with the District Strategic Plan and Colleges Facilities Master Plans, and manages the planning, development and implementation of the District Five (5) Year Capital Outlay plan and Long-term Capital Facilities program. The department is also responsible

for formulating, promoting, guiding, and administration of district policies and procedures associated with planning, design, construction and development functions.

I. CALLED TO ORDER

A. By Hussain Agah at 10:03am

II. APPROVAL OF MINUTES

A. Motion to Approve January 29, 2026, Meeting Minutes

B. Agah noted the absence of student representation despite previous attempts to include them. FPD will continue to have student representation in this committee.

ACTION: *Approved*

III. FACILITIES PLANNING UPDATES

A. Facilities Master Plans Updates

1. **FMP Update:** Agah stated there has been no new updates.

ACTION:

- *Continue to work with the colleges on the FMP updates including projects priority list, secondary impacts and infrastructure needs, cost/budgets, state /non-state supportable, schedules, etc.*

B. CCCC'O Facilities Planning Update:

1. **Five-Year Capital Construction Plans (5YCCP) & Capital Outlay Program:**

- 2025 Five-Year CCP:** The finalized 5YCCP was board approved in June 24, 2025. The plan includes one FPP, which is MVC STEM (Biological and Physical Science).
- 2026 Five-Year CCP:** Agah stated that the 2026 Five-Year Capital Construction Plan is due by July 1 and that the District will not submit new FPPs this cycle. The reasons are that Measure CC funds are already committed to existing projects, and state Proposition 2 funds have been fully allocated. This may be reconsidered next year. Agah noted that all available state and Measure CC funds have been leveraged for six projects.
 - Collins expressed concern that not submitting additional FPPs could limit future state funding opportunities. Agah explained that current projects score about 90 points, below the minimum 100-point threshold required for approval.
 - Collins requested staff explore renovation and modernization projects. Agah indicated renovation projects may score differently, and Collins emphasized identifying modernization opportunities regardless of matching funds.
 - Majd asked about submitting the Moreno Valley College Library as an FPP. Agah clarified it would first need to be submitted as an IPP.
 - The group discussed the FMP, which was deemed up-to-date, and agreed to revisit it next year if changes in educational objectives arise. Mehran presented updates on the 2026 five-year capital construction plan, highlighting the status of various projects and their scores, and mentioned that funding decisions are expected by the end of March. The committee also discussed the need to prioritize projects and submit them to the state by July 1st.

- iii. **2026-27 Spending Plan:** Agah stated the RCC Applied Technology project has been considered for the 26/27 spending plan, it has been included in the January's Governor Budget for approval.

ACTION:

- Finalize the 5YCCP for June BOT and submit to the state by July 1, 2026

1. Physical Plant & Instructional Support - (5) Year Scheduled Maintenance Plan & Instructional Support

- Agah stated that the state requires California Community Colleges (CCC) to provide their scheduled maintenance/deferred maintenance backlog, regardless if a project has a funding stream attached to it or not. Agah stated that the funding for this is of high importance, in order to upkeep existing facilities, and if we don't invest in on improving, existing infrastructures, in 2-3 years, that amount will double. Due to lack of State available funding, all we can do is document and submit.
- Agah stated that the draft 2026–27 Governor's Budget, released on January 10, includes \$120 million for the Planned Preventive Maintenance and Infrastructure Program (PPIP) for the California Community Colleges. If finalized by May–June, the District anticipates approximately \$4 million in funding for scheduled maintenance projects, which would be allocated to a high-priority project list across all colleges.

ACTION:

- *Update the 5-Year Schedule Maintenance Plan for 2026-27 and identify high priority projects for each college.*
- *Nava: Finalize the 5-year scheduled maintenance file for colleges and provide to colleges for feedback by mid to end of March.*

2. Space Inventory (SI)

- 2025 SI Submittal:** Mehran confirmed that the SI report was submitted to the State for review and approval. No other updates are available.

ACTION:

- *Any changes to the college SI need to be reported to FPD to be reflected in FUSION in timely manner.*
- *Distribute space inventory list to colleges early summer for review and feedback; schedule 2-3 calls with each college to review changes and make edits, with submission to the state by October 6.*

3. Space Utilization Study (SUS) & Space Optimization Study (SOS)

- 2025 SUS College's Report:** Agah stated that the plans were completed and shared with all three campuses. He emphasized that the colleges need to incorporate them into the Enrollment Management System (EMS) to ensure spaces are utilized efficiently and to support data-driven reports on space scheduling. Majd stated that MVC is very pleased with the results of the study and is doing the best it can with its available spaces given current scheduling constraints. With the improved reporting, space utilization efficiency at MVC has increased by 15%. MVC continues to collaborate with Academic Affairs and Facilities to improve efficiency across all college sectors. Norco has already leveraged the data, and MVC is currently in the process of doing so as well.
- 2025 SOS Initiative:** Agah stated that the District has conducted a Space Optimization Study for all three colleges. The studies focused on identifying opportunities to reconfigure, repurpose, or better align underutilized or inefficiently used spaces. He explained that the goal is to improve efficiency by leveraging data from the space utilization report to determine how class locations (meeting locations) can be adjusted without changing course schedules. A primary focus is identifying suitable spaces for Adult Education courses and programs, as well as faculty office space needs, particularly at Norco.

- a. Agah stated new SOS reports are under review, which Identified potential recommendations for classrooms and other spaces that are under-utilized that can be re-purposed to improve efficiencies.
- b. Agah and Askar shared updates on space utilization and optimization efforts at Moreno Valley College, highlighting improvements in space efficiency and scoring. They noted that changes in scheduling and faculty allocation had led to better space utilization, with scores increasing from 91 to 103 points over three years. The group also discussed a potential \$25-26 million investment for the Moreno Valley STEM project, pending state approval. Discussed several key topics related to space management and facility optimization. Agah mentioned plans to present space optimization studies to the Cabinet in the coming weeks, and noted that while there were no updates on the facility condition assessment, the next cycle would likely begin soon.

ACTION:

- *Agah: Present space optimization study data to Cabinet by March 9, 2026.*
- *Colleges to use the SUS/SOS data and make necessary changes throughout their shared governance structure to improve efficiencies and resources and incorporate the SUS/SOS in enrollment management strategies.*

4. Energy Usage Calculator/California Energy Benchmarking

- i. *No updates provided.*

ACTION:

- *No update*

5. Facilities Conditions Assessment (FCA)

- i. *No updates provided.*

ACTION:

- *Review FCA and develop strategies to incorporate deficiencies into 5YSMP.*
- *Complete the floor plan updates was discussed for all the colleges. FPD will update all of the floorplans in FUSION with the help from the colleges.*

C. Policies and Procedures:

1. **Sustainability & Climate Action Policies:** Update BP 5775 in alignment with the BOT approved S-CAP.
2. **EV Charging:** Agah reported that progress is being made on the parking policy to incorporate the EVCS parking policy and fee structure. The committee discussed the implementation of EV charging stations. The colleges agreed to operate all EVCS units (48 at MVC, 48 at NC, and 60 at RCC, including those installed outside of the Solar Project) for the first year and then assess utilization for the following year.
 - i. Agah shared the feedback comments received from February 20, 2026 DSPC Meeting. The group focused on clarifying parking policies, particularly regarding the removal of towing as a penalty and the need for updated signage and communication about electric vehicle charging stations. The group discussed the importance of informing the campus community about the active charging stations once temporary signage is removed, with plans to update the parking website and install permanent instructional signage. Bob raised concerns about monitoring parking at BCTC, noting the lack of campus police and the need for future discussions on parking enforcement as the campus expands.

ACTION:

- *Agah and team: Remove towing language from EV charging station policy and revise citation/enforcement details; update signage and parking website; plan mass notification to campus community when stations are active.*
- *Agah and team: Bring revised EV charging station policy back to committee next month as a standalone administrative policy.*

3. **Car-Sharing Program:** Establish a board policy to administer the planning/operational aspects of the program.

D. Long-Term Capital Facilities Program

1. **District Design Standards and Campus Design Guidelines:** Mohtasham stated that the District received only one proposal. As a result, the RFQP was cancelled and reissued as a public RFQP, open to all qualified architects rather than limited to the prequalified list. The new target date for Board approval is April 2026.
2. **Campus Utilities and Infrastructure Plans:** Chris Dunne (Gafcon PM-CM) provided updates. The committee has selected Glumac as the Engineering Consultant Firm. Glumac will assess utilities across all three campuses and work closely with Facilities. In addition to the assessment, they will deliver CAD and GIS files for use by planning and maintenance/operations teams. This will be a 1–2-year project. Hussain Agah noted that FPD will collaborate with the colleges to identify high-priority and urgent projects. Chris mentioned that work is expected to begin with a kickoff in March. Chris stated that Glumac will use multiple teams to conduct simultaneous assessments at all three campuses. Recommendations will align with college priorities and FPD initiatives, taking a holistic approach to campus improvements.
3. **Project Management Information System (PMIS):** The Board approved the **ProjectTeam**. Chris Dunne stated that the FPD team is fully engaged, meeting 2–3 times per week to implement the system. While there have been some hurdles, progress is being made, and the system is expected to be fully operational in a few months.
4. **Prequalification Pool of Consultants:** FPD has developed a procurement schedule and is working with the Purchasing Department to update the outdated list of prequalified consultants.
5. **New Procurement Platform (PlantBids):** Griffin stated that one project is currently moving forward and performing very well. Another project is planned to follow, as previously mentioned by Chris Dunne, with additional projects to come. Hussain Agah noted that stakeholders at Riverside City College were able to log in and complete the scoring process. Griffin added that the process went smoothly; committee members were provided with training videos, which they reviewed in advance. There were no issues, and once users are trained and granted access, the system functions effectively.

ACTION:

- *Chris (Gafcon): Coordinate with college facilities directors to schedule fieldwork for campus utility plans (Glumac contract), aiming for summer as optimal timing.*
 - *Chris (Gafcon): Post updated CEQA bench on Tuesday of next week and proceed with selection of new firms for CEQA services.*
6. **Progressive Design Delivery Method** (Presented by guest Heather Skaife from Gafcon and Hussain Agah)
 - i. Riverside Community College District (RCCD) currently utilizes two primary capital project delivery methods: **Design-Bid-Build (DBB)**, a sequential process in which design is completed prior to bidding, and **Construction Management Multiple-Prime (CMMP)**, which involves multiple prime contractors managed directly by the District.
 - ii. The **Progressive Design-Build (PDB)** delivery method introduces early and continuous collaboration among the District, the design team, and the builder, resulting in improved alignment and more effective problem-solving throughout the project lifecycle.

- iii. By integrating budget and schedule considerations from the outset, PDB enhances cost and schedule certainty while reducing the risk of cost overruns. This unified project team approach strengthens quality control, accelerates project delivery through the overlap of design and construction activities, and simplifies procurement. Clearly defined roles and expectations further promote transparency, accountability, and stakeholder confidence.
- iv. The presenters also discussed the importance of robust design, cost controls under this delivery method, and emphasized the District's responsibility to make timely and effective design decisions as required. The use of Progressive Design-Build is particularly well suited for locally funded projects that achieve one or more of the following objectives: reducing comparable project costs, expediting project completion, or delivering advantages not attainable through the traditional Design-Bid-Build method.
- v. Additionally, it was emphasized that user groups will have full and meaningful input into the design process to ensure alignment with project objectives, budget parameters, and space programming—consistent with other capital project delivery methods.
- vi. It was also clarified that the total Design-Build contract value will be finalized once the design is complete and submitted to Division of the State Architect (DSA). At that point, the Design-Build Entity (DBE) will solicit competitive bids for the various construction packages, and the Guaranteed Maximum Price (GMP) will be established through an open-book process with the District input.
- vii. The Board of Trustees will review and approve the project at two key milestones: first, for approval of the design and preconstruction services, and second, for approval of the finalized GMP.

ACTION:

- *Agah and Gafcon team: Develop a procurement documents (RFQP) and DB contract documents.*

E. Sustainability and Climate Action Plan (SCAP)**1. Districtwide Sustainability & Environmental Responsibility Planning Update:**

- i. The Decarbonization/Integrated Energy Master Plan (IEMP) and the Total Cost of Ownership (TCO) dashboards will be made available to the District and the public when the transition is complete between DLR and District's IT.

ACTION:

- *Provide the Decarbonization/IEMP dashboard and the TCO dashboard to the District and the public.*

2. District Solar Project:

- i. Doering stated that work with Southern California Edison on the Moreno Valley College and Norco College systems is ongoing to finalize the commissioning stage and obtain approval. Systems at Riverside City College, CAADO, and Ben Clark are operational.
- ii. Agah explained that the Total Energy agreement was a design-build turnkey contract covering design, permitting, construction, operation, and maintenance. However, TotalEnergies has exercised a contract clause opting out of operation and maintenance. The District will need to procure a third party to maintain the system, as internal resources and expertise are insufficient for ongoing solar panel maintenance.

ACTION:

- *Doering & team reported on challenges TotalEnergies' decision to not handle maintenance and operations, necessitating a search for a new company to take over these responsibilities.*
- *Form a committee with FPD, Susanne and Beiwei to discuss best practices for mitigating emergency shutdown situations from power outages.*

3. Clean Mobility Options – Carsharing Program:

- i. The State awarded the District \$1.8 million for the CMO Car-sharing program. A portion of it will be used for the infrastructure for 15 EV charging stations and acquisition of 17 EVs across 5 sites, and the program operation that includes a third party to manage the servicing/maintenance/operation of the vehicles.
- ii. Mehran provided an update on the EV Guide cost-sharing program, which is working with consultants to provide plans to the state and has submitted the first insurance invoices. The program aims to install EV charging stations at multiple college locations, with vehicle purchases pending manufacturer feedback, and is scheduled to launch in May or June.

ACTION:

- *Mehran and EVGuide team: Schedule walk-throughs with Directors of Facilities at each college to identify specific parking spaces for EV cost sharing program.*
- *Mehran and EVGuide team: Proceed with purchase of vehicles for EV cost sharing program after receiving pricing feedback from manufacturers (contingent on tariff changes), targeting program launch in May/June.*

F. Students Housing**1. Affordable Student Housing Grant Program:**

- i. Agah stated that the District will be submitting an application for student housing at MVC by June 2026. NC will have a submission in 2027.

G. Legislative and Regulatory Updates:

1. **AB 359:** The bill exempts student housing from being a DSA project for California Community Colleges District, however, DSA issued AB 359 to clarify the aspects of the bill regarding Structural Safety, Fire and Life Safety and Accessibility if the project falls under DSA review.
2. **AB 416:** The bill requires any major renovation project exceeding 10,000 GSF to be LEED Gold or higher. FPD will monitor the projects to meet this requirement.
3. **AB 1121:** The bill requires awarding authorities to annually submit to the Department of Industrial Relations' electronic project registration database a list of ineligible contractors, as specified, pursuant to local debarment or suspension processes. This bill would require the department to make the list available to the public through the electronic database.
4. **AB 48:** This is a Higher Education Bond bill on the 2026 primary ballot. The bill indicates that CCFC has a **support position** on the bill, as it provides recognition of the need for additional state funding for community college capital outlay projects. The bill is scheduled to be heard in Assembly Higher Education Committee on April 22.
5. **AB 90:** This bill is regarding Overnight Student Parking Program and CCFC **is opposed** to this bill due to impacts on facilities and because it mandates on specific approach to address housing insecurity. The bill was passed by Assembly Higher Education Committee and is pending in Assembly Appropriations Committee.

H. Land Acquisition Entitlement Updates

1. **IETTC:** Agah gave update that President Bishop has been discussing program with Faculty, to engage a programming Architect to solidify the space for the program. Agah stated the BOT approved the acquisition of the 24.0-acre site in Jurupa Valley, in the amount of \$26 million. FPD is working with Gafcon PM-CM on site entitlement. Agah stated that we are in the process with Jurupa Valley for the entitlement, CEQA MND for IETTC is 90% complete, target is to get the entitlement approved by June 2026.

2. **Corona Education Center (CEC):** Agah gave update, Steinberg-Hart has been selected as the planning consultant and was Board Approved. The NC 2019–20 Educational Facilities Master Plan identified limited access to the college. The acquisition of a 9.4-acre site for the NC campus extension, at a cost of \$22 million, addresses this issue. FPD is working with Norco College to engage a planning architect to begin planning and programming for the STEM and Allied Health project, as well as site entitlement work. Agah stated that we are working with the college to begin the programming for the project.

ACTION: *Form a planning committee for the design-build RFQP for IETTC and planning committee for the CEC.*

IV. PROJECT UPDATES

A. Master Projects List/Calendar

1. All projects regardless of funding source need to follow the process. Colleges to submit Capital Project Summary Form (CPSF) as the project is being initiated. Also, part of the CPSF process is for FPD to be aware and assist with the process for any projects that require DSA approval.

B. Capital Project Summary Form

1. Nava provided an update on the Master Capital Project List and the need for the Capital Project Summary Form (CPSF), a live document that the colleges will have access to for the purpose of providing regular updates. This will be for all projects no matter the size or cost.

ACTION: *NA*

C. Division of the State Architects (DSA)

1. **Point of Contract:** FPD is the **POC** with DSA's Office and should be involved in any new project under DSA purview at the college regardless of funding sources.
2. **DSA Concurrence on Exempt Projects, DSA Form 7 (Procedure PR 14-02):** Mohtasham reported on the DSA process using Form 7 which confirms whether or not a project is exempt from DSA review. FPD is making sure the process is included in all projects at all of the colleges to ensure proper documentation is submitted moving forward.
3. **Lessons Learned and Corrections:**
 - i. **Due Diligence & Architect Responsivities:** Mohtasham stated that issues arose with Division of the State Architect (DSA). One college submitted fire alarm system upgrades and received pushback from the IOR because the upgrades could not be verified in the as-built drawings, due to the age of the original construction. Mehran emphasized that architects should be held responsible for inspecting and verifying conditions in the field.
 - ii. **Grants Management:** Mohtasham shared that RCC received a grant for planetarium equipment that requires significant electrical and structural upgrades, estimated at up to \$2 million, which needs DSA review and engineering services.

ACTION: *Update the DSA campus specific map that shows all DSA applications.*

D. Capital Projects Status Report

1. **Riverside City College:**

- i. **Digital Library Building STEM Engagement Center:** Received DSA approval. DiMemmo discussed the relocation of some functions of the building (video production) and the work with the President's leadership to complete that process, including funding source. The project is currently on hold due to funding.

ACTION:

- *Schedule a meeting with FPD, DiMemmo and Gensler to discuss scope change.*
- ii. **New Cosmetology: This is a State-Funded Project and Measure CC.** Mehran provided an update that the design phase is ongoing and that the Preliminary Plans (PP) package has been submitted to the Chancellor's Office. Jo Scott-Coe asked whether there is a timeline for the demolition of the former Cosmetology building at RCC. Hussain Agah stated that the District has engaged an environmental consultant, including a cultural resources specialist and a historical architect, to conduct an analysis of the building. The findings were presented to the Chancellor and President Bishop and we met with the City of Riverside.
 - iii. Mike Clark (Gafcon) presented updates on the project highlighting the progress of a new cosmetology building with innovative design solutions, including sustainability features and a ramp for student accessibility.
 - iv. Monica raised concerns about emergency lockdown capabilities in new buildings, particularly regarding glass and open designs, prompting Mike to address egress and door hardware considerations.

ACTION: NA

- *Agah and team: Schedule meeting with Monica (Safety/Emergency Manager), college emergency coordinators, and police to discuss and plan emergency evacuation/lockdown procedures for new buildings, including review of existing evacuation locations.*

2. Moreno Valley College

- i. **College Park's Soccer Field Lighting & Accessibility Parking Project:** This is a joint project with the City of Moreno Valley. Agah stated the City of Moreno Valley notified RCCD that a portion of the project will be paid by the City. The project is on hold until the Joint Use Development Agreement (JUDA) items with the City are being resolved.
- ii. **Organic Chemistry Laboratory Project:** MVC does not have an organic chemistry laboratory. The project includes relocating anatomy lab from SC 207 to Humanities 323 and convert SC 207 into the organic chemistry laboratory. Doering stated that the team is working of final outstanding construction activities during occupancy and estimating completion by the middle of February.
- iii. **Library Learning Resource Center:** This is a State-Funded Project and Measure CC. Mohtasham stated that Preliminary Plans (PP) were submitted to the State in December for approval.
- iv. **BCTC 2-A School of Public Safety:** This is a State-Funded Project and Measure CC. Mohtasham stated that CEQA approval was completed as part of Phase 1 and that the District expects to receive State approval to proceed with the working drawings phase by mid-February.
- v. Carey Demas (Gafcon) discussed the Ben Clark Training Facility's second phase, a \$38-40 million project with simulation labs and student amenities, and MVC Library project was also reviewed, focusing on sustainability features and addressing bird issues. The team expressed appreciation for collaborative efforts and design attention to detail. Facilities naming policies were briefly mentioned, with a promise to provide more information on the process.

3. Norco College

- vi. **Center for Human Performance & Kinesiology Project:** This is a state-funded project with a total budget of \$54.2 million. The scope includes demolition of the CACT building, relocation of CACT programs, and upgrades to the campus central plant F2 chillers as two identified secondary effects. Boring stated that the contractor is working on the foundations and on-time.
- vii. **CACT Relocation to STEM 100 Project:** This is a secondary effect to the NC CHP+K project and is locally funded by the college. The footprint of CHP+K is located on the existing CACT building location, therefore, programs in the CACT building need to be relocated to STEM 100 before the start of the CHP+K project. Doering stated that the project is on schedule to be open for Spring 2026 and working on collaboration with the college on staff move-in and occupancy.
- viii. **F-2 Chiller Replacement:** The project is funded by Measure CC. Doering reported that the project is under construction and that Alison Mechanical has equipment on order and is expected to complete installation by the end of January. Bart stated that the project is progressing and it is ahead of schedule.
- ix. **Library Learning Resource Center + Student Services: This is a State-Funded Project and Measure CC.** This is a State-Funded Project and Measure CC. Mohtasham stated that Preliminary Plans (PP) were submitted to the State in December for approval.
 - 1. Mike Clark (Gafcon) presented progress on the Norco building project, which includes student services, counseling, and a library, with demolition of existing buildings and temporary housing plans.

E. Scheduled Maintenance Projects Updates

- 1. **SM Project Log:** Review and report DSA projects

V. OTHERS

A. Campus Storm Water Management Plan

- 1. Agah noted issues with storm water management during work on the MVC Solar ground-mount array due to heavy rain erosion. He inquired about the college's storm water management plan, maintenance responsibilities, and potential support from FPD. Beebe explained that the college manages storm water without a formal process or record keeping. Kirkpatrick added that MVC inspects and cleans the areas every fall without engaging outside vendors, and T. Bell confirmed NC follows the same practice. Agah suggested considering an annual inspection by a specialized vendor to prevent potential issues. Mohtasham asked whether a campus-wide plan exists and if routine storm preparations are conducted. Beebe and Kirkpatrick offered to compile a document outlining current storm water management preparations.

B. Campus-wide Traffic Study/Parking Utilization Assessment

- 1. **Parking Utilization Study (PUS):** Mohtasham presented the PUS completed for the MVC, NC, and RCC. The study will assist in determining future parking needs and if alternate parking might be needed during construction projects. The results show that PUS for each college at 75% for MVC, 45% for NC, and 75% for RCC.

VI. NEW ITEM(S)

Meeting adjourned at 11:20am

-End of Meeting Minutes-

#	Activity ID	Activity Name	OD	RD	Start	Finish	2026												2027	
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
1	RCCD NCC - FEB 2026																			
2	Projects By Campus																			
3	Moreno Valley College																			
4	Organic Chemistry & Anatomy Lab																			
5	A1660	PRELIMINARY PLANS	54	0	01-Aug-24 A	15-Oct-24 A														
6	A1670	WORKING DRAWINGS	44	0	16-Oct-24 A	15-Dec-24 .														
7	A1680	DSA FINAL APPROVAL	56	0	16-Dec-24 A	03-Mar-25 A														
8	A1780	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATI	54	0	15-Jan-25 A	30-Mar-25 A														
9	A1740	ADVERTISE BID FOR CONSTRUCTION (ORGANIC LAB - SCI	28	0	20-Feb-25 A	30-Mar-25 A														
10	A1750	AWARD CONSTRUCTION CONTRACT (ORGANIC LAB - SCI 2	18	0	02-Apr-25 A	25-Apr-25 A														
11	A1760	CONSTRUCTION WORK (ORGANIC LAB - SCI 207)	96	0	28-Apr-25 A	04-Sep-25 .														
12	A1720	MOVE & OCCUPANCY (ORGANIC LAB - SCI 207)	3	0	15-Aug-25 A	18-Sep-25 .														
13	A1730	COMPLETE PROJECT	11	0	05-May-26 A	05-May-26														
14	College Park Soccer Field Lighting-Accessibility-Parking Improvement																			
15	A1800	PRELIMINARY PLANS	57	0	01-Oct-24 A	18-Dec-24 .														
16	A1860	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATI	374	23	25-Oct-24 A	01-Apr-26														
17	A1810	WORKING DRAWINGS	108	0	02-Jan-25 A	01-Jun-25 A														
18	A1820	DSA FINAL APPROVAL	77	0	01-Jun-25 A	15-Sep-25 .														
19	A1830	ADVERTISE BID FOR CONSTRUCTION	34	0	01-Oct-25 A	15-Nov-25 .														
20	A1840	AWARD CONSTRUCTION CONTRACT	11	0	01-Dec-25 A	02-Mar-26														
21	A1850	CONSTRUCTION WORK	107	51	19-Mar-26	29-May-26														
22	A1870	MOVE & OCCUPANCY	11	11	01-Jun-26	15-Jun-26														
23	A1880	COMPLETE PROJECT	12	22	16-Jun-26	16-Jul-26														
24	Norco College																			
25	CACT Relocation																			
26	A2880	CACT Relocation - Assesment/Programing	24	0	20-Aug-24 A	20-Sep-24 .														
27	A2890	CACT Relocation - Schematic Design	31	0	20-Sep-24 A	01-Nov-24 .														
28	A2900	CACT Relocation - Design Development	65	0	01-Nov-24 A	01-Mar-25 A														
29	A2920	CACT Relocation - DSA Submission	77	0	16-Feb-25 A	15-May-25														
30	A2930	CACT Relocation - Bidding	46	0	15-Apr-25 A	01-Jun-25 A														
31	A2940	CACT Relocation - Construction	111	0	22-Jun-25 A	23-Feb-26 A														
32	A2950	CACT Relocation - Move In	15	6	24-Feb-26 A	09-Mar-26														
33	A2960	CACT Relocation - Project Closeout	107	107	10-Mar-26	07-Aug-26														
34	Riverside City College																			
35	Throwing Sports Field Renovation																			
36	A3280	PRELIMINARY PLANS	285	0	01-Mar-21 A	01-Apr-22 A														
37	A3290	WORKING DRAWINGS	88	0	01-May-24 A	30-Aug-24 .														
38	A3300	DSA FINAL APPROVAL	79	0	03-Sep-24 A	20-Dec-24 .														
39	A3340	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATI	110	0	02-Dec-24 A	01-May-25														
40	A3310	ADVERTISE BID FOR CONSTRUCTION	43	0	01-Feb-25 A	01-Apr-25 A														
41	A3320	AWARD CONSTRUCTION CONTRACT	23	0	01-Apr-25 A	01-May-25														
42	A3330	CONSTRUCTION WORK	66	0	19-May-25 A	15-Nov-25 .														
43	A3350	MOVE & OCCUPANCY	11	0	18-Aug-25 A	15-Nov-25 .														
44	A3360	COMPLETE PROJECT	40	25	20-Jan-26 A	03-Apr-26														

■ Remaining Level of Effort
 ■ RFP/Q
 ■ Construction
■ Actual Work
 ■ Procure GC
 ◆ Milestone
■ Remaining Work
 ■ Procure PDB



#	Activity ID	Activity Name	OD	RD	Start	Finish	2026												2027	
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
45	Digital Library STEM Engagement Center Project																			
46	A3390	PRELIMINARY PLANS	318	0	01-Sep-21 A	15-Dec-21														
47	A3420	WORKING DRAWINGS	414	0	15-Dec-21 A	01-May-22														
48	A3410	DSA FINAL APPROVAL	618	0	04-Apr-22 A	26-Oct-22 A														
49	A3400	ADVERTISE BID FOR CONSTRUCTION	135	0	01-Jun-25 A	15-Jul-25 A														
50	A3430	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATI	336	65	01-Jul-25 A	01-Jun-26	ADVERTISE BID FOR EQUIPMENT (DELIVERY & INSTALLATION)													
51	A3380	AWARD CONSTRUCTION CONTRACT	57	0	01-Aug-25 A	19-Aug-25														
52	A3450	CONSTRUCTION WORK	344	114	01-Sep-25 A	10-Aug-26	CONSTRUCTION WORK													
53	A3460	MOVE & OCCUPANCY	13	13	15-Jul-26	03-Aug-26	MOVE & OCCUPANCY													
54	A3440	COMPLETE PROJECT	21	21	03-Aug-26*	31-Aug-26	COMPLETE PROJECT													
55	RCCD Solar Projects and Parking																			
56	Moreno Valley College																			
57	A1920	LOT B CARPORT PV INSTALLATION - mvMV	183	0	24-Jun-24 A	02-Feb-26 A	LOT B CARPORT PV INSTALLATION - mvMV													
58	A1930	REMOBILIZATION BESS INSTALLATION - MV	134	0	07-Apr-25 A	02-Feb-26 A	REMOBILIZATION BESS INSTALLATION - MV													
59	A1980	SCE COMMISSIONING	30	31	01-Feb-26 A	31-Mar-26	SCE COMMISSIONING													
60	Norco College																			
61	A1940	REMOBILIZATION BESS INSTALLATION - NC	80	0	01-May-25 A	02-Feb-26 A	REMOBILIZATION BESS INSTALLATION - NC													
62	A3470	SCE COMMISSIONING	30	31	01-Feb-26 A	31-Mar-26	SCE COMMISSIONING													
63	Riverside Community College																			
64	A1950	LOT C CARPORT PV INSTALLATION - RC	68	0	10-Jun-24 A	16-Aug-24														
65	A1960	LOT E CARPORT PV INSTALLATION - RC	68	0	19-Aug-24 A	25-Oct-24 A														
66	A1990	REMOBILIZATION BESS INSTALLATION - RC	80	0	01-May-25 A	18-Aug-25														
67	Solar Planning Initiative Districtwide Solar Plan																			
68	A1890	PROJECT APPROVAL	20	0	03-Feb-25 A	03-Mar-25 A														
69	A1900	FEASIBILITY & PLANNING PHASE	30	0	10-Mar-25 A	16-Jun-25 A														
70	A1910	DEVELOPMENT PHASE	100	44	01-Jul-25 A	30-Apr-26	DEVELOPMENT PHASE													
71	Other																			
72	A1970	DOWNTOWN PARKING STRUCTURE - 4TH FLOOR ARRAYS	239	25	06-May-24 A	03-Apr-26	DOWNTOWN PARKING STRUCTURE - 4TH FLOOR ARRAYS													

█ Remaining Level of Effort
 █ RFP/Q
 █ Construction
█ Actual Work
 █ Procure GC
 ◆ Milestone
█ Remaining Work
█ Procure PDB



Moreno Valley College

2022-23 SM Scheduled Maintenance Projects - Tracking Log

Updates as of:
3/18/2026

Project Name	SM Estimated Budget (State)	SM Estimated Budget (local)	Capital Summary Form	Scope of work Status	DSA	Bid Dates	Contract Status	Construction Dates	EEM/ECM	Status	Status/Notes
Solar at MVC	\$ 591,296		N/A	In progress	Y		In progress				Funding for project has been allocated
Replace Inverters (emergency backup batteries)for library and SAS and Science and Tech	\$ 52,655		Completed	Backup for emergency lighting when power shuts down	No		Submittals	NOC 1/2			Complete
Rebuild Built Up Roofing on MPR & ECEC	\$ 200,000	-	Completed	Bid	No	4/19/2024	Completed	NOC	No		Closing out
Repair Roofing Dental A, B, and C	\$ 285,000	-	Completed	Received	No	10/28/2025		12/15/25 1/15/26			Completed
Remove and Replace BUR Roofing at ECEC	\$ -	-									Complete
Replace Exhaust Supply Fans - Library and Science & Technology Bldgs.	\$ -	-									
Re-Roof Student Services (not part of the renovation)	\$ -	\$ -		Submitted to District	No				No		On Hold Bids over budget
Re-Roof Library	\$ -	-		Submitted to District	No				No		
Humanities Roofing (may be replaced with Entry Road Replacement)	\$ -	-									On hold bids over budget
Repair rain gutters Humanities (HUM)	\$ 25,000		N/A	Repair rain gutters	No	1/4/2024	Awarded	5/1/2024	No	Complete	Complete
Replace Playground Equipment & Padded Flooring - Phase II	\$ 221,459	-	Completed	Playground Reno	Yes	6/2/2024	Awarded	8/20-11/28		NOC 1/2	Completed
Entry Road Repairs	\$ 799,457		Completed	Remove and Replace College Dr. and Bus stop	Yes			6/13 - 8/23			Bids due March 25th
Replace Ductless Air Conditioner Split Systems	\$ 74,000		N/A	Replace Split systems	No	3/1/2025	Awarded	4/1/25 -5/1/2025			Complete
Replace Fan Coils and Blowers - student services	\$ 200,000		Will Be processed with SS	Replace Fan Coils and	No	Dec 22	In Progress	3/24 -3/25	No	Complete	Complete
Remove and replace Access Maintainance Road	\$ 115,000		N/A	Remove and Replace Asphalt	No						Closing out
Total	\$ 2,563,867	\$ -									

Funding allocation -Flexibility in the Use of Funds (Student Retention & COVID 19 Grant and & PPIS Reduction)

Revised 2022-23 SM Allocation	\$ 591,296
Covid 19 Grant	\$ 1,944,140
2023-24 SM Allocation	\$ 28,431
TOTAL SM Allocation	\$ 2,563,867

Funds must be encumbered by: 6/30/2027
Funds must be expended by: 6/30/2027

Norco College

3/17/2026

2022-23 SM Scheduled Maintenance Projects - Tracking Log

ALL PROJECTS COMPLETED

Project Name	SM Estimated Budget (State)	SM Estimated Budget (local)	Capital Summary Form	Scope of work	DSA	Bid Dates	Contract Status	Construction Dates	EEM/ECM	Status	Status/Notes
Replacement of AC/Chillers - Bldg F2 (Energy Efficiency)	\$ 2,000,000	-			Y				Y	On-going	RFQP to hire an Architect & start design to take place May/June -No updates-11/17/23 Project Deleted
ATEC 2nd Floor Walk Deck Repair & Repaint	\$ 9,500		44935		N	44964		4/10/23-4/14/23	N	Complete	Project completed
Interior Painting of Classrooms (Science & Technology, Theater, Humanities, Library, and Applied Technology)	\$ 79,200		12/13/2022		N	11/7/2022		2/6/23-2/13/23	N	Complete	Project completed
Replacement of all Vertical and Ceiling Fan Coil Units 1st Floor	\$ 130,000										Project completed
Interior Painting of CSS	\$ 23,720	-									Completed
Student Services - Flooring Replacement	\$ 120,671	-									Project complete, savings in this project.
Phase II Elevator Refurbishment - Theater and Student Services	\$ 13,236										completed
Phase II Repair of 3rd Street and Campus Access Road	\$ 10,675										completed
Floor Replacement for Campus Police (CRC)	\$ 20,329										Completed PFP Submitted
CSS - Flooring Replacement	\$ 37,713										Project Completed
Amphitheater Sustainable Landscaping/Irrigation Upgrage	\$ 3,164										Project Completed
Total	\$ 448,208										

Funding allocation -Flexibility in the Use of Funds (Student Retention & COVID 19 Grant and & PPIS Reduction)

Total Revised 2022-23 SM Allocation	\$ 420,031
Total 2023-24 SM Allocation	\$ 28,177
TOTAL SM Allocation	\$ 448,208

Funds must be encumbered by: 6/30/2027
Funds must be expended by: 6/30/2027

2022-23 Scheduled Maintenance Projects - Tracking Log

Project Name	SM Estimated Budget (State)	SM Estimated Budget (local)	Capital Summary Form	Scope of work Status	DSA	Bid Dates	Contract Status	Construction Dates	EEM or ECM	Status	Status/Notes
Throwing Sports Field Renovation	\$ 2,000,000	-			Y						Construction in Progress
Replace Chiller, Air Handlers, Boilers, and Controllers and Fire Alarm System - Cosmetology Building	\$ -	-			Y						Canceled
Upgrade Fire Alarm System - ECS	\$ 240,000	-			Y						DSA issue has been resolved. Project is now in closeout phase.
Replace 6 HVAC Units - Tech A Bldg. (Energy Efficiency)	\$ 250,000	-			N						
Replace HVAC Controllers - MLK (Energy Efficiency)	\$ 374,588	-			Y						
Replace Lighting Control Systems - MTSC (Energy Efficiency)	\$ 1,500,000	-			N						Meeting for architectural bids was held on 3/18/26
Replace Lighting Control Systems - Nursing (Energy Efficiency)	\$ 750,000	-			N						Meeting for architectural bids was held on 3/18/26
Modernize Elevator - Tech B (Phase II)	\$ 188,523	-			Y						Project is complete.
Replace Boilers - Bradshaw*	\$ 144,321	\$ -			N						
Replace Fire Alarm System at Center for Social Justice	\$ 300,000										
Replace Damaged Roofing at Quadrangle Clock Tower	\$ 57,654										Project is complete.
Replace Chillers at MTSC and Nursing Chiller Plant (Ph. 2)	\$ 35,037	-			Y						Project is complete.
Upgrade Quad HVAC Controls	\$ 687,369	\$ -									In design.
Upgrade Fire Alarm System - Cosmetology.	\$ -	-			Y						Combined with Cosmo HVAC Upgrade
Lighting Inverter Replacement - MLK.	\$ -	-			N						Removed from 2022/23 Project List
Replace Split System - Art.	\$ -	-			N						Removed from 2022/23 Project List
Total	\$ 6,527,492										

Funding allocation -Flexibility in the Use of Funds (Student Retention & COVID 19 Grant and & PPIS Reduction)

Total Revised 2022-23 SM Allocation	\$ 1,241,083
Covid 19 Grant	\$ 3,713,551
Total Student Enrollment & Retention Funds	\$ 1,500,000
2023-24 SM Allocation	\$ 72,858
TOTAL	\$ 6,527,492

Funds must be encumbered by: 6/30/2027
 Funds must be expended by: 6/30/2027

District Allocation

2022-23 SM Scheduled Maintenance Projects - Tracking Log

District Allocation	SM Estimated Budget (State)	SM Estimated Budget (local)	Capital Summary Form	Scope of work	DSA	Bid Dates	Contract Status	Construction Dates	EEM or ECM	Status	Status/Notes
District-Wide Solar & Battery Storage Project (Energy Efficiency)	\$ 4,936,749	\$ 30,063,251	Yes. Board approved contract on December 2022		Yes	Dec-22			Y		Work in progress with TotalEnergies
Total	\$ 4,936,749	\$ 30,063,251									

Funding allocation -Flexibility in the Use of Funds (Student Retention & COVID 19 Grant and & PPIS Reduction)

Total 2022-23 SM Allocation	\$ 4,936,749	\$ 30,063,251
TOTAL	\$ 35,000,000	

Funds must be encumbered by: 6/30/2027
 Funds must be expended by: 6/30/2027

Facilities Planning & Development Projects Status Update Report

March 26, 2026

Updated by: Mireya Vargas
Bart Doering
Mehran Mohtasham
Myra Nava

MVC Library Learning Resource Center (LLRC)

Project Description: This project proposes to construct a new three-story Library Learning Resource Center (LLRC) at Moreno Valley College. Current student enrollment places strain on the ability of the College to equitably provide library and learning resource center services within the existing facility. The project improves and expands space dedicated to library, interdisciplinary computer laboratories, and audio/visual media space. The existing Library lacks space to accommodate the existing student body, is instructionally inadequate for student success and teaching, and has outdated technological infrastructure that struggles to keep up with campus demands.

Project Manager:	Carey Demas (Gafcon)/ Mehran Mohtasham	Fund Allocation:	State Fund \$43,662,000 & Measure CC \$60,966,000
Architect & DSA:	CanonDesign/DSA	Project Phase:	Preliminary Design
Duration:	4-Years	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	TBD

Project Status: The project currently under design. CEQA MND completed and approved by BOT on 2/17/2026. CEQA package submitted to the SCO in order to receive approval to proceed with Working Drawing phase by late March 2026.

Issues: None

MVC College Park Project

Project Description: Complete agreement with the City of Moreno Valley Park Access Requirements. The project will include constructing two soccer fields with new MUSCO lighting system. Two separate parking spaces and accessible path of travel between the soccer fields, parking spaces and the playground area.

Project Manager:	Mehran Mohtasham	Fund Allocation:	District & Moreno Valley City
Architect & DSA:	Ruhnau Clarke/DSA	Project Phase:	Design/Preliminary Phase
Duration:	12 Month	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	TBD

Project Status: FDP is working with the City of Moreno Valley on the original agreement that required public access to the 5 acres of park that was given to RCCD. The soccer field, tot lot, and other amenities were installed based on the funding provided by the City of Moreno Valley. Design is on-hold until further discussion with the City of MoVal. Meanwhile, the district & MVC are exploring feasibility of constructing NCAA Soccer field with parking spaces and associated cost with that project.

Issues: Original agreement with the City of Moreno Valley was not clear on responsibility, or costs.



MVC Anatomy/Organic Chemistry Laboratory Project

Project Description: Moreno Valley College does not have an organic chemistry laboratory, within this project the college will be able to add that program in the bio/chem department. The project includes relocating anatomy lab from SC 207 to Humanities 323 and convert SC 207 into the organic chemistry laboratory, with maximum 14 fume hoods if the space allows.

Project Manager:	Bart Doering	Fund Allocation:	General Funds \$2,566,689 Measure C \$1,344,911
Architect & DSA:	WWA/DSA	Project Phase:	GC Contract Phase 100% / 96%
Duration:	11 months	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	Kitchell/CEM, Inc.

Project Status: The Organic Lab. classroom contractor has punch list items to complete in classroom 207, and 203. HVAC roof tie-offs are being disputed. District issued 48-Hour notice to Contractor and is now working with Bond company. Work is completed in 204, pending final cleanup and then punch list review. Restrooms still are not finished. Still having contractor scheduling issues. End of April is the new estimated completion for the project.

Issues: Due to delay of district orders of the fume hoods, and contractor not completing activities on schedule, the project got delays, which requires acceleration. The project is over budget and FPD is working with Caliba Construction and Kitchell CEM to finalize the costs.



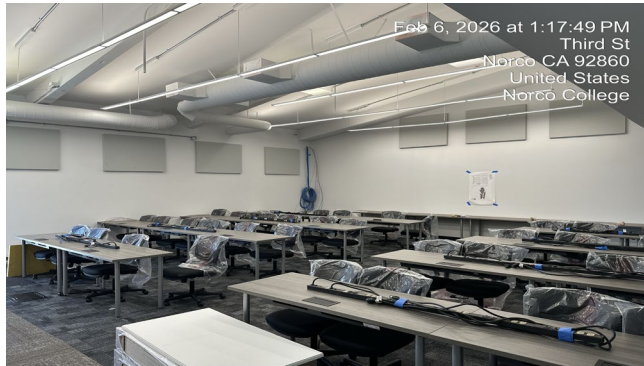
Norco CACT Programs Relocation to STEM 100

Project Description: Norco College Center for Human Performance & Kinesiology is an approved FPP and recently received DSA approval as well. Due to that project, the footprint of CHP+K is located on the existing CACT building location, therefore, programs in the CACT building need to be relocated to STEM 100 before the start of the CHP+K project in order to demolish the CACT for construction.

Project Manager:	Bart Doering	Fund Allocation:	Norco GF \$5,400,000
Architect & DSA:	WWA/DSA	Project Phase:	GC Contract Phase 92%
Duration:	11 Months	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	C.W.Driver

Project Status: Contractor working on punch list items. The CMU storage building is substantially complete. The outside trees have been removed in preparation for Phase 2 work involving new electrical switchgear and transformer installation scheduled for August, pending confirmation from SCE.

Issues: During the Construction Design Development, the College requested to include relocation of the Mesa Center and the Rocketry Lab, no location has been allocated by the college. This task was not part of the STEM 100 feasibility study.



Norco F2 Chiller Plant Upgrade

Project Description: The Norco Campus is replacing their existing F2 chiller system. The project consists of the removal and disposal of existing chiller and HVAC equipment and replacing with new.

Project Manager:	Bart Doering	Fund Allocation:	Norco:
Architect	WWA	Project Phase:	GC contract Phase: 40%
Duration:	15 Months	Delivery Method:	D-B-B
Contractor:	Allison	Construction Manager:	C.W. Driver

Project Status: Outside piping support posts and footings have been set and poured. Outside slab on-grade will be poured back by 3/20. The chillers will be delivered and set on 3/24, along with the outside chiller piping.

Issues:



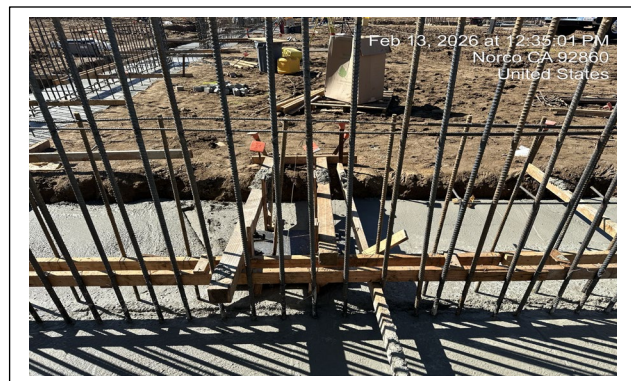
Norco Center for Human Performance & Kinesiology

Project Description: The Norco College has been in existence since 1993 and over the past 20 years the campus has not been able to provide a comprehensive Physical Education Program because of a lack of space. This project constructs a 55,081 gsf/ 39,282 asf Center for Human Performance and Kinesiology at the Norco College campus. The building spaces include 1,500 asf of lab for Kinesiology, 1,140 asf of office, 33,710 asf in Physical Education spaces and 2,932 asf in other space. The project scope includes all code required site development and utilities for the building. The new Center for Human Performance and Kinesiology Building will replace the 5,020 gsf #13 CTR Applied & Comp Tech building, the 3,360 gsf #14 Multipurpose W1 & W2 building, and the 1,920 gsf #24 West End Quad W8 Building.

Project Manager:	Bart Doering	Fund Allocation:	State Fund + Measure CC \$62,022,000
Architect & DSA:	DLR Group/DSA	Project Phase:	GC Contract Phase 30%
Duration:	24 Month	Delivery Method:	D-B-B / GC + CM Agency
Contractor:	TBD	Construction Manager:	C.W.Driver

Project Status: Concrete walls continue to be formed and poured. The underground plumbing is scheduled to start the week of March 16th. We have six concrete columns that have been poured.

Issues: The original project approval was a 100% state-funded project. However, the Department of Finance requested a 20% local contribution. The project will be on hold until the District passes a new GO local bond. NC is under a Land Use Covenant with DTSC which was recorded in 2016 due to the prior military activities and the lack of comprehensive investigations necessary to evaluate potential impacts at the site. The Land Use Covenant sets forth the deed restrictions for the site and the general steps for obtaining permission from the DTSC prior to proceeding with projects and requires an approval from DTSC. Based on the DLR/HLCM total project cost estimate, the project is over budget by \$19M. The latest JCAF-32 shows the State Allocation of the project is \$31.2 million and local funding is \$30 million. The project continues to experience delays due to unavailability of funding to proceed forward with, DSA additional review timeline, and DTSC continued and delayed review.



Norco College Library Learning Resource Center + Student Services

Project Description: This project proposes to construct a new three-story Library Learning Resource Center and Student Services building at Norco College. The proposed project will expand library and learning resource spaces to meet student needs, and consolidate programs currently housed in the Library, Student Services Building, and College Resource Center. The new facility will also include modern technology and infrastructure that is essential to student success.

Project Manager:	Mike Clark (Gafcon) /Mehran Mohtasham	Fund Allocation:	State Fund: \$33,759,000 & Measure CC: \$72,737,850
Architect & DSA:	DLR Group/DSA	Project Phase:	Preliminary Design Phase
Duration:	4-Years	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	TBD

Project Status: The project currently under design. CEQA MND completed and approved by BOT on 2/17/2026. CEQA package submitted to the SCO in order to receive approval to proceed with Working Drawing phase by late March 2026.

Issues: None

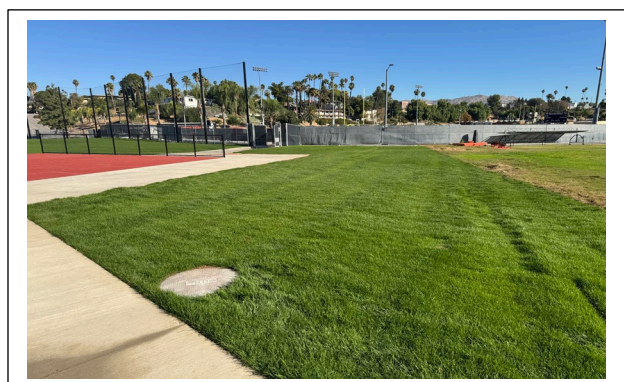
RCC Throwing Sports Project

Project Description: The Project is the design phase to develop a new Track and Field venue located at the existing Baseball/Softball complex at Riverside City College campus. Included in the proposed development may include Javelin runway and throwing sector, shot put pad and ring, discus/hammer pad, and cage and throwing sector.

Project Manager:	Bart Doering	Fund Allocation:	Scheduled Maintenance: \$2,000,000
Architect & DSA:	LPA / DSA	Project Phase:	GC Contract Phase 99%
Duration:	1 Year	Delivery Method:	D-B-B / GC + CM Agency
Contractor:	Patriot	Construction Manager:	Kitchell/CEM, Inc.

Project Status: Contractor completed punch list items.. Pull-Up bars installed. Contractor working on concrete flooring slope with Mondo contractor W2W in March due to scheduling issues.

Issues: The project is behind schedule and working on a delivery by November 10, 2025.



RCC Digital Library STEM Engagement Center Project

Project Description: The existing Math and Science Building does not currently have space for STEM students to meet and engage. The new Digital Library STEM Engagement Center will provide interactive student space that is part of the college's guided pathway goals. The RCC Facilities Master Plan, approved by the Board of Trustees in 2018, identified the relocation of the Technology Support Services to the new location. This will free up space to create a new STEM Engagement Center in a visible location adjacent to the existing Math & Science Building.

Project Manager:	Mehran Mohtasham	Fund Allocation:	General Fund \$5,000,000
Architect & DSA:	Gensler / DSA	Project Phase:	Project on Hold
Duration:	Completion by Oct 2023	Delivery Method:	D-B-B / GC + CM Agency
Contractor:	TBD	Construction	TBD

Project Status: Project received DSA approval and is waiting for TSS relocation and project budget update in order to move to the bidding/construction phase. The College requested to modify the plans as keep the video production in the lower level of Digital Library which requires DSA review and re-approval.

Issues: The project has been on hold for 2 years, and an updated project budget is necessary.



RCC New Cosmetology Building

Project Description: This project proposes to construct a New Cosmetology Building at Riverside City College (RCC). The new facility will accommodate the College's enrollment by increasing instructional capacity for dedicated laboratory and faculty office space. The proposed Cosmetology building will include modern technology and infrastructure compatible with specialized equipment needs for the career technical education programs that the building houses. Increasing the number and size of dedicated Cosmetology laboratories with modern technology/equipment will improve student success, completion rates, and train students for gainful employment in their chosen career pathway.

Project Manager:	Mike Clark (Gafcon)/ Mehran Mohtasham	Fund Allocation:	State Fund:\$19,857,000 & Measure CC: \$37,332,036
Architect & DSA:	DesignWest Group/DSA	Project Phase:	Preliminary Design Phase
Duration:	4-Years	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	TBD

Project Status: The project currently under design. CEQA MND completed and approved by BOT on 2/17/2026. CEQA package submitted to the SCO in order to receive approval to proceed with Working Drawing phase by late March 2026.

Issues: None

Ben Clark Training Center Education Building 2A

Project Description: This project proposes to construct a new two-story Education Building (2A) at Ben Clark Training Center (BCTC). The proposed project will expand lab, office, physical education, and other support spaces to meet enrollment demand and student needs. The project will also provide a facility that is owned outright by the BCTC Educational Center and reduce BCTC’s reliance on leased training space from the County of Riverside and other public agencies at the site. The new facility will also include upgraded infrastructure and building systems, with technology critical to student success.

Project Manager:	Carey Demas (Gafcon)/ Mehran Mohtasham	Fund Allocation:	State Fund: \$15,969,000 & Measure CC: \$40,473,750.00
Architect & DSA:	HMC/DSA	Project Phase:	Preliminary Design Phase
Duration:	4-Years	Delivery Method:	D-B-B
Contractor:	TBD	Construction Manager:	TBD

Project Status: The project currently under design. Programming of the BCTC 2-A building has been completed and the Preliminary Plans have been submitted to the State Chancellor’s Office on November 4, 2025. Awaiting SCO approval by Early March 2026 in order to proceed with working drawing phase.

Issues: None

District Solar Planning Initiative

Project Description: The solar planning initiative is in alignment with the District board policy 5775, sustainability and environmental responsibility.

Project Manager:	Hussain A / Mehran M / Bart D	Fund Allocation:	Loan/Finance Option: \$37,507,248
Architect & DSA:	DLR Group / Total Energy / DSA	Project Phase:	Construction Phase 98%
Duration:	TBD	Delivery Method:	Design-Build Turn Key

Project Status. Centennial Plaza parking garage still has pending deviation notices to complete. MVC and NC work is 99% complete pending commissioning and SCE PTO. Contractor has the approval to proceed with their commissioning for Norco and MVC. Norco ADA work pending contractor to complete.

Issues: Working on a few outstanding deviation notices for the project. SCE PTO issues, and added costs.

Notes:

- 1- **Project Manager:** Budget Manager & Construction Project Manager. The PM could be doing both. The responsible in-charge who manages the project on a daily basis including managing project consultants, contractors, college stakeholders, and state agencies.
- 2- **Division of the State Architect or “DSA”.** DSA is required, by the Field Act, to review construction for California public schools (grades K–12) and Community Colleges, and to verify that construction meets the requirements of the Title 24 Building Standards regulations. Some projects, however, do not require DSA review. Such exceptions are explained in DSA IR A-22. **Facilities Planning & Development is the Single Point of Contact with DSA Office.**
- 3- **Duration:** estimated construction duration for the project. See milestone schedule.
- 4- **Fund Allocation:** Measure C, Scheduled Maintenance Special Repairs “SMSR” or Block Grant, Federal or State Grants, Redevelopment Fund, Proposition 39, General Fund, etc.
- 5- **Project Phases:**
 - a. Planning and Programming (Pre-Design) and includes feasibility studies,
 - b. Design Phase (Schematic Design “SD”, Design Development “DD”, and Construction Documents “CD”)
 - c. Permit (DSA review and approval for plan-check and back-check, City, County, etc.)
 - d. Bid and Award Phase (low bid single GC, CM multi-prime, design/build, etc.)

- e. Construction phase (notice to proceed “NTP” to Notice of Completion “NOC”)
- f. Occupancy Phase (move-in)
- g. Closeout Phase (project’s contracts closeout)

RIVERSIDE COMMUNITY COLLEGE DISTRICT
MEASURE CC FACILITIES COMMUNITY
WORKFORCE AND STUDENT OPPORTUNITY
AGREEMENT

COMMUNITY WORKFORCE AND STUDENT OPPORTUNITY AGREEMENT

TABLE OF CONTENTS

PURPOSE 3
I. DEFINITIONS5
II. SCOPE OF AGREEMENT8
III. EFFECT OF AGREEMENT10
IV. WORK STOPPAGES AND LOCKOUTS11
V. NO DISCRIMINATION 15
VI. UNION RECOGNITION, ACCESS AND STEWARDS.....16
VII. REFERRAL
.....17
VIII. WAGES & BENEFITS25
IX. REGULATORY COMPLIANCE.....26
X. SETTLEMENT OF GRIEVANCES AND DISPUTES27
XI. WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES.....29
XII. WAIVER29
XIII. MANAGEMENT RIGHTS.....29
XIV. SAFETY, PROTECTION OF PERSON AND PROPERTY30
XV. SAVINGS CLAUSE.....31
XVI. PRE-JOB CONFERENCE.....31
XVII. AMENDMENTS32
XVIII. WORK OPPORTUNITIES PROGRAM32
XIX. TERM.....33
XX. RESPONSIBILITY FOR COSTS.....33
XXI. MISCELLANEOUS PROVISIONS.....33
Attachment A - Letter of Assent
Attachment B – Area Resident Zip Codes
Attachment C – Craft Request Form
Attachment D – Drug & Alcohol Policy

COMMUNITY WORKFORCE & STUDENT OPPORTUNITY AGREEMENT

This Community Workforce and Student Opportunity Agreement (“Agreement” or “CWA”) is entered into by and among the Board of Trustees of the Riverside Community College District (“District”), the San Bernardino-Riverside Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Unions signing this Agreement, including the Western States Regional Council of Carpenters (hereinafter together with the Council, collectively, the “Union” or “Unions”). This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

The Parties to this Agreement understand that if this Agreement is acceptable to the District, the policy of the District will be for Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

The District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents and students of the District. The District shall therefore designate a “Community Workforce Coordinator,” either from its own staff or an independent entity acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

PURPOSE

The purpose of District Measure CC Facilities CWA is to facilitate careers in the construction industry and to promote employment opportunities during the construction of certain Projects or Joint Development (JD) Projects, awarded by the Riverside Community College District, and to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the Covered Projects.

WHEREAS, the District is responsible for the design and construction of the Covered Projects; and

WHEREAS, the successful completion of the Covered Projects is of utmost importance to the District and the general public of the locality; and

WHEREAS, the work to be done will require maximum cooperation from the Parties;

and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the District to maximize business opportunities for minority, women and other small business enterprises in contracts; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the local Unions affiliated with San Bernardino/Riverside Building and Construction Trades Council and the local Unions affiliated with the Western States Regional Council of Carpenters, which are signatories to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that projects 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 is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, District, the Unions, contractors, subcontractors, employers and workers would be best served if the construction work proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers/Developers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on this Project by the Contractors/Employers/Developers, and further, to encourage close cooperation among the Contractors/Employers/Developers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; 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 this Agreement, insofar as a legally binding agreement exists between the Contractors/Employers/Developers and the affected 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 further, it is understood that Contractors/Employers/Developers are bound and shall remain bound, for the duration of this Agreement by the terms of this Agreement and applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Contractors/Employers/Developers, in effect and covering the area of this Project; and

WHEREAS, this Agreement reflects a commitment by all parties to the diversity in the workforce hiring that reflect levels of minority, women, veteran and other worker utilization at levels which are representative of the relevant workforce of these groups in the Riverside County; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to

work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

ARTICLE I
DEFINITIONS

1.1. "Agreement" or "CWA" means this Community Workforce and Student Opportunity Agreement.

1.2. "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California.

1.3. "Pre-Apprentice Program Graduate" means an individual that has successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program (MC3 Program) or graduated from the Carpenters' Career Connections program or other J.A.TC approved apprenticeship readiness programs.

1.4. "Community Area Resident" means a Local Resident whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area and is within the District, County of Riverside, or County of San Bernardino, see Attachment B.

1.5. "Construction Contract" means a contract to perform construction work on a Covered Project.

1.6. "Contractor/Subcontractor/Employer/Developer" ("C/S/E/D" or "Contractor") means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement with District to build a CWA Project, or (b) has entered into a contract with the Riverside Community College District or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Riverside Community College District and which incorporates this Agreement. A C/S/E/D may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E/D is otherwise a party to any collective bargaining agreement.

1.7. "Core Worker" as used in this Agreement shall mean an employee whose name appeared on the C/S/E/D active payroll for sixty (60) of the one hundred (100) days immediately before the award of the Project Work to the C/S/E/D and meets all standards required by applicable local, state or federal law or regulation or this Agreement. Time on the C/S/E/D's active payroll shall not include any time during which the worker was dispatched by the Union to C/S/E/D as a requirement of any other project labor, or similar, agreement.

1.8. "Disadvantaged Worker" means an individual who, prior to commencing

work on the project, resides in an Economically Disadvantaged Area or Extremely Economically Disadvantaged Area as defined in 1.9 and 1.10 below, and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment (7) emancipated from the foster care system; (8) being a veteran; or (9) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program, as described in Section 1.2 above.

1.9. “Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than the recognized low income for Geographical Area per year, as measured and reported by the U.S. Census Bureau in the 2020 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. The Riverside Community College District can, at its discretion, update the zip code list based on updated census data.

1.10. “Extremely Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than the recognized poverty level for the applicable region per year, as measured and reported by the U.S. Census Bureau in the 2020 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. The District can, at its discretion, update the zip code list based on updated census data.

1.11. “Federally-Funded Project” means a Covered Project that *is* funded in whole or in part with funds received from the federal government.

1.12. “Geographical Area” means Riverside and San Bernardino Counties.

1.13. “Community Workforce Coordinator” means an independent third-party individual, entity or employee with whom the District enters into a contract or employs to facilitate implementation of the Targeted Hiring Requirements (as defined in Section 7.5.2) of this Agreement.

1.14. “Letter of Assent” means the document which formally binds each C/S/E/D to adherence to all the forms, requirements and conditions of this Agreement that each C/S/E/D (of any tier) must sign and submit to the District’s designated office prior to beginning any work covered by this Agreement, and a copy of which will be provided by the designated District’s office to the Council.

1.15. “Local Resident” means an individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in the Geographical Area.

1.16. “Local Targeted Worker” means a Local Resident, Community Area

Resident or a Disadvantaged Worker whose primary place of residence is within the Geographical Area.

1.17. "National Targeted Worker" means (a) An individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in the United States; or (b) a Disadvantaged Worker.

1.18. "Project" or "Covered Project" means (a) projects for all new construction, rehabilitation, and/or renovation work for the development of the District's facilities and infrastructure awarded by District, where the prime multi-trade construction contracts exceeds one million five hundred thousand dollars (\$1,500,000.00) and all subcontracts flowing from these prime multi-trade and for which Measure CC funds are used; and (b) Joint Development (JD) Projects.

1.18.1 A JD Project is defined as a Covered Project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by Riverside Community College District through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:

- (a) A mixed-use project containing both a residential and a commercial component, where there are more than thirty (30) residential units being built, or more than ten thousand (10,000) square feet of commercial space; or
- (b) A residential only project that exceeds thirty (30) residential units; or
- (c) A commercial only project (retail office or hotel) that exceeds ten thousand (10,000) square feet of space.

1.18.2 The JD Project thresholds set forth in 1.18.1(a)-(c) above, shall apply to the aggregate square feet for Riverside Community College District and/or number of units for all work to be performed on a contiguous site as a JD Project as approved by Riverside Community College District. Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

1.19. "Project Work" means construction work performed in the construction of a Covered Project.

1.20. "Subscription Agreement" means the contract between a C/S/E/D and a Joint Labor/Management Trust Fund(s) that allows the C/S/E/D to make the appropriate fringe benefit contributions in accordance with the terms of the contract.

1.21. "Master Labor Agreements" or "MLA" means the local collective bargaining agreements of the Unions signatory to this CWA having jurisdiction over the Project Work and which have signed this Agreement.

1.22. "Union" or "Unions" or "Signatory Unions" means the San Bernardino/Riverside Building and Construction Trades Council and its affiliated Labor Union signatory to this Agreement (collectively "Council"), including the Western States Regional Council of Carpenters, acting in 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: Unless otherwise provided or limited herein, this Agreement shall apply to the Riverside Community College District's C/S/E/D entering into a Construction Contract for the Project, C/S/E/Ds performing work or agreeing to perform work as subcontractors or otherwise in regards to the Construction Contract and the San Bernardino/Riverside Building and Construction Trades Council and its affiliated Labor Unions and the Western States Regional Council of Carpenters which are all signatory to this Agreement, acting in 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.

2.2 Project Description: This Agreement shall apply to the Construction Contract as defined in Article 1 Section 1.5 above unless specifically excluded or limited in Article II, Section 2.4 below. This Agreement shall in no way limit District's right to terminate, modify or rescind the Construction Contract and/or any related subcontract or agreement and District has the sole discretion and right to combine, consolidate, cancel, terminate, or take other action regarding the Construction Contract or portions of the Construction Contract. Should District remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction may, at the sole election of Riverside Community College District, be performed under the terms of this Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the MLAs, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. Where a subject is covered by a provision in a MLA and not covered by this Agreement, the provision of the MLA shall prevail. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

2.4 Exclusions:

- 2.4.1 This Agreement shall only apply to the Construction Contract as defined in Article I, Section 1.5 above. Should District remove or terminate any contract for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on the project for such construction, the contract for construction may, at the sole election of District, be performed under the terms of this Agreement.
- 2.4.2 This Agreement shall not apply to or govern the award of contracts by District which are outside the approved scope of the Project and Construction Contract defined in Article 1, Sections 1.5 and 1.18 or awarded prior to the effective date of this Agreement, unless the District and Council agreed to the Project's inclusion under this Agreement in writing.
- 2.4.3 This Agreement shall not apply to or impact in any way service contracts or operation, inspection or maintenance contracts entered into by District including, but not limited to said contract relating to the Project, services provided at any District facility, building and/or the operation or maintenance of any District owned and operated facilities.
- 2.4.4 This Agreement shall not apply to the District's or a Contractor's/Employers non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, time keepers, mail carriers, clerk, office workers, messengers, guards, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by existing building and construction trades collective bargaining agreements).
- 2.4.5 This Agreement shall not apply to off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas on the Project site for equipment or material and manufacturing (prefabrication), dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement; and further included are the hauling or delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris that is dedicated solely to the Project or Project Work and that is traditionally performed by the building and construction trades' personnel shall be covered by this Agreement.
- 2.4.6 This Agreement shall not apply to officers and employees of the Riverside Community College District, nor to work performed by or on behalf of other governmental entities and public utilities.
- 2.4.7 This Agreement shall not apply to the work of persons, firms and other

entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any Riverside Community College District project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by District.

2.4.8 Notwithstanding the foregoing, it is understood and agreed that Surveyor and Building/Construction Inspector and Field Soils and Material Testers (collectively "Inspectors") utilized for a Covered Project and who are not employees of Riverside Community College District are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor, Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the CWA. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.4.9 This Agreement shall not apply to non-construction support services contracted by the District, Community Workforce Coordinator, or Contractor in connection with this Project; and

2.4.10 This Agreement shall not apply to off-site laboratory work for testing.

2.5 District and/or the C/S/E/Ds, as appropriate, have the absolute right to award contracts or subcontracts under this Agreement to any C/S/E/D notwithstanding the existence or non-existence of any agreements between such C/S/E/D and any Union parties, provided only that such C/S/E/D is ready, willing and able to execute and comply with this Agreement should such C/S/E/D be awarded work covered by this Agreement.

ARTICLE III **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, and upon the last date identified by signature, the Council, Unions and District agree to be bound by each and every provision of this Agreement. This Agreement is not intended to supersede collective bargaining agreements between any of the Contractors/Employers/Developers performing construction work on the Project and Union Signatory thereto except to the extent the provisions of this Agreement are inconsistent with such collective bargaining agreement, in which event the provisions of this

Agreement shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project.

3.2 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the C/S/E/D will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

3.3 It is agreed that all C/S/E/Ds of whatever tier, who have accepted the award of a Construction Contract or who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this CWA, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the Construction Contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a subcontract to a Construction Contract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator 48 hours before the commencement of Project Work, or within 48 hours after the award of Project Work to that C/S/E/D, whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the MLA(s) for the craft workers in their employ, shall sign a subscription agreement with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before work is commenced on the Project.

3.4 This Agreement shall only be binding on the signatory C/S/E/Ds hereto in regard to the Construction Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any C/S/E/Ds or any other contract for construction or project to which this Agreement does not apply.

3.5 This Agreement shall be included as a general condition of the Construction Contract for the Project.

ARTICLE IV

WORK STOPPAGES AND LOCKOUTS

4.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, local Union *or* employee to cross any picket line established at the Project site is a violation of this Article. Any damages resulting from any violation of this Agreement will be paid by the

violating party.

4.2 The Union and its applicable local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

4.3 The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good efforts to cease such Project work disruption. Any such costs that economically and/or materially harm District shall be borne by the affected Union and made payable to District.

4.4 Neither the Union nor its applicable local Union shall be liable for independent acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of their office to cause the local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local Union. The principal officer or officers of a local Union will immediately instruct, order and use the best efforts of their office to cause the employees the local Union represents to cease any violations of this Article. A local Union complying with this obligation within two (2) business days shall not be liable for unauthorized acts of employees it represents. The failure of the C/S/E/D to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.5 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any District project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under such labor agreements or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis, both of which will be offered by the Unions involved to the Contractors/Employers affected:

4.5.1 Each of the Unions with a contract expiring must offer to continue working on

the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the Union's interim agreement offered to Contractors/Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the Geographical Area.

4.5.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state and/or federal prevailing wage laws, if the Contractors affected by that contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected C/S/E/P shall be solely responsible for any retroactive payment to its employees and that neither District nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

4.5.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under 4.5.1 above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under 4.5.2 above. To decide between the two options, Contractors will be given one (1) week after the particular labor agreement has expired or one (1) week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 4.5.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the option of 4.5.2.

4.6 Any Party, including the District, which is an intended beneficiary of this Article, or the Community Workforce Coordinator, may, upon mutual consent of all Parties

affected, institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Article IV is alleged.

4.6.1 The party invoking this procedure shall notify Andrea Dooley, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify the alternate, David Weinberg. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by email, hand-delivery or overnight mail and will be deemed effective upon receipt.

4.6.2 Upon receipt of said notice, the arbitrator named above or their alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor.

4.6.3 The arbitrator shall notify the Parties of the place and time chosen for this 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 or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

4.6.4 The sole issue at the hearing shall be whether or not a violation of Article IV has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

4.6.5 Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union

(for an employee), by certified mail by the Party or Parties first alleging the violation.

4.6.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

4.6.7 The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

4.7 Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular C/S/E/D who:

4.7.1 fails to timely pay its weekly payroll; or

4.7.2 fails to make timely payments to the Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLAs. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty- eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by email transmission to the involved Contractor and to District. The Union will meet within the ten (10) day period to attempt to resolve the dispute.

4.7.3 Upon the payment by the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

4.8 Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

ARTICLE V **NO DISCRIMINATION**

The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment 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.

ARTICLE VI
UNION RECOGNITION, ACCESS, AND STEWARDS

6.1 The C/S/E/Ds recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 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 MLA. Nothing in this Section is intended to supersede independent requirements of applicable MLAs as to those Employers otherwise signatory to such MLAs and as to those Employers otherwise signatory to such MLAs and as to the employees of those Employers who are performing Covered Work.

Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employers or their employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

6.3 Stewards:

6.3.1 Each signatory Union shall have the right to dispatch a working journey person as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

6.3.2 In addition to their work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of their Union duties.

6.3.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

6.3.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

6.3.5 **Steward Layoff/Discharge:** The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

6.3.6 **Employees on Non-Project Work:** On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE VII

REFERRAL

7.1 The C/S/E/Ds recognize that the Unions shall be the primary source of all craft labor employed on the Construction Contract for the Project. The Unions will exert their best efforts to recruit and identify individuals, particularly Local or National Targeted Workers, as well as those referred by the Community Workforce Coordinator, for entrance or reentrance into the labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs. C/S/E/Ds utilizing core employees shall follow the procedures outlined below:

7.1.1 The C/S/E/D worker shall be considered a Core Worker for the purposes of this Article if the employee's name appeared on the C/S/E/D's active payroll for sixty (60) of the one hundred (100) days immediately before the award of the Project Work to the C/S/E/D and meets the required definition of 1.7 above; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade, have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior four (4) years. and are current residents of San Bernardino County or Riverside County.

7.1.2 Each C/S/E/D shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by District or any other party to this Agreement. The number of Core Workers on the Project for C/S/E/Ds covered by this Agreement shall be governed by the following procedure: one worker from the hiring hall of the affected trade or craft and one Core Worker shall be selected and this process shall repeat until such C/S/E/D's

requirements are met or until such C/S/E/D has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of remaining Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the C/S/E/D under this Agreement. This provision applies only to C/S/E/Ds not currently working under a current MLA and is not intended to limit transfer provisions of current MLAs of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their "Core Work Force" and any other persons employed, other than through the referral process, to register with the appropriate hiring hall, if any, of the signatory union prior to said employee's first day of employment at the project site.

7.1.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Community Workforce Coordinator and the Council. The District, through its designee, shall ensure that each Contractor complies with the requirement to provide the list of core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the core employee's qualification as a core employee to the Community Workforce Coordinator and the Council.

7.2 C/S/E/Ds shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law or in conflict with provisions set forth in this Agreement.

7.3 In the event that referral facilities maintained by the unions are unable to fill the requisition of a C/S/E/D for Local or National Targeted Workers within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), the C/S/E/D shall be free to obtain Local or National Targeted Workers from any source. If the Union's registration and referral system does not fulfill the requirements for specific classifications of covered classifications requested by any C/S/E/D within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that C/S/E/D may use employment sources other than the union registration and referral services, and may employ any applicants meeting such standards from any other available source. The contractor shall inform the Union of any applicants hired from other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.3.1 The C/S/E/Ds must document all efforts made to comply with the targeted hiring process to locate and hire Local Targeted Workers and National Targeted Workers.

7.3.2 The C/S/E/D shall inform the Council, Unions, Community Workforce

Coordinator, and District of the name, address, and worker craft classification of any worker hired from other sources upon their employment on the Project(s).

7.3.3 No Local or National Targeted Worker, having been pre-screened and /or pre- qualified by the Community Workforce Coordinator, and employed by the C/S/E/D to work on the Project, shall be required to participate in any Joint Labor/Management boot camp or pre-apprentice program that will unnecessarily delay the Targeted Local or National Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

7.4 Unions will be required to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors/Employers.

7.5 Covered Projects Other Than Federally-Funded Projects

7.5.1 On Covered Projects other than Federally-Funded Projects, the Unions will make every effort to recruit Local Targeted Workers and to refer and utilize Local Targeted Workers on the Project. The C/S/E/Ds shall submit written documentation to Riverside Community College District on a quarterly basis, or as required by Riverside Community College District, which sets forth the steps taken by the C/S/E/Ds to recruit, refer and utilize qualified Local Targeted Workers recruited by the Unions and referred to or utilized on the Project. C/S/E/Ds shall comply with Riverside Community College District instructions to request Local Targeted Workers from particular Economically Disadvantaged Areas. In recognition of Riverside Community College District's policy to utilize Local Targeted Workers, the Unions and C/S/E/Ds agree that as long as they possess the requisite skills and qualifications, Local Targeted Workers, with priority given to Community Area Residents; shall be first referred for Project work, including journeypersons and apprentices.

(a) On Covered Projects other than Federally-Funded Projects, the C/S/E/Ds and Unions are responsible for ensuring that the following Targeted Hiring Requirements are met. A goal of thirty percent (30%) of all hours of Project Work shall be performed by the labor and craft positions shall be from Local Residents described herein. To facilitate the dispatch of Area Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as Attachment C. When Area Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth above. The Community Workforce Coordinator shall work

with the Unions and Contractors in the administration of this Area Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

(b) A goal of thirty percent (30%) of all hours of Project Work shall be performed by Local Targeted Workers, with priority given to Community Area Residents, or by Pre-Apprentice Program Graduates. For any hour of Project Work for which the C/S/E/D seeks to meet this requirement, the C/S/E/D and Unions must first refer Community Area Residents. After Unions and C/S/E/Ds have exhausted the available pool of Community Area Residents, they may refer any Local Residents from Extremely Economically Disadvantaged Areas in the Geographical Area; when the C/S/E/Ds have exhausted the available pool, they must refer Local Residents from Economically Disadvantaged Areas in the Geographical Area.

(c) A goal of ten percent (10%) of all hours of Project Work shall be performed by Disadvantaged Workers whose primary place of residence is within the Geographical Area.

(d) Up to thirty percent (30%) of District's work hours on each project may be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journey person established by the applicable craft union's apprenticeship standards approved by the applicable State Agency. The parties agree to the goal of having Local Targeted Workers perform thirty percent (30%) of all apprenticeship hours worked on the Project.

7.5.2 In determining compliance with the targeted hiring requirements above, hours of Project Work performed by residents of states other than Geographical Area will be excluded from the calculation. These hiring provisions may be utilized on covered Federal-funded projects if approved, or allowed, by the Federal funding entity.

7.5.3 Apprentice Hiring Requirements for Covered Projects other than Federally- Funded Projects.

(a) All C/S/E/Ds performing Project Work will make every effort to employ the maximum number of Apprentices allowed by State Law.

(b) District will seek to make available through this Agreement or other means, significant apprenticeship opportunities for Local Targeted Workers, consistent with above.

(c) Any apprentice must come from an apprenticeship program as defined in 1.3 above.

(d) If, in response to the C/S/E/D's request, the applicable Union is not able to refer an apprentice from a specific Economically Disadvantaged Area or Extremely Economically Disadvantaged Area in Geographical Area, the Union will indenture a new apprentice from that Area and the C/S/E/D shall act as employer-sponsor for such apprentice, consistent with this Article and cover 25% of sponsorship fees for any such Apprentice hired. The amount covered by the C/S/E/D may be paid to the new Apprentice over the first three (3) paychecks.

(e) The C/S/E/D shall provide to District, information regarding any reasons given by apprenticeship programs for not accepting Contractor-referred Local Targeted Workers into apprenticeship programs.

(f) All apprentices shall work under the direct supervision of a journeyperson from the trade in which the apprentice is indentured. A journeyperson shall be defined as a person who has either completed an accredited apprenticeship in their craft or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyperson in the apprenticeable occupation. Each C/S/E/D shall provide adequate proof evidencing the worker's qualification as a journeyperson.

(g) The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Community Workforce Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

(h) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(i) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyperson working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(j) All apprentices shall work under the direct supervision of a journeyperson from the trade in which the apprentice is indentured. A journeyperson shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyperson as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyperson in the apprenticeship occupation. Should a question arise as to a journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyperson to the Construction Manager and the Council.

7.6 Covered Federally-Funded Projects

7.6.1 On Federally-Funded Projects, the Unions will make every effort to recruit National Targeted Workers and to refer and utilize National Targeted Workers on the Project. The C/S/E/Ds shall submit written documentation to District on a quarterly basis, or as required by District, which sets forth the steps taken by the C/S/E/Ds to recruit, refer and utilize qualified National Targeted Workers recruited by the Unions and referred to or utilized on the Project. In recognition of District's policy to utilize National Targeted Workers, the Unions and Contractors/Employers agree that as long as they possess the requisite skills and qualifications National Targeted Workers shall be first referred for Project work, including journey persons and apprentices.

7.6.2 On Federally-Funded Projects, the C/S/E/Ds and Union are responsible for ensuring that the following Targeted Hiring Requirements are met.

(a) A goal of a minimum of thirty percent (30%) of all hours of Project Work shall be performed by National Targeted Workers, with priority given to residents of Extremely Economically Disadvantaged Areas in the United States and by Pre-Apprenticeship Program Graduates. For any hour of Project Work for which the C/S/E/D seeks to meet this requirement, the C/S/E/D and Unions must first refer residents of Extremely Economically Disadvantaged Areas in the United States. After Unions and C/S/E/Ds have exhausted the available pool of residents of Extremely Economically Disadvantaged Areas, they may refer any National Targeted Worker.

(b) A goal of a minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers who are residents of the United States. A

goal of at least 20% of District's work hours on each Project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's apprenticeship standards approved by the applicable State Agency. The parties agree that National Targeted Workers will perform forty percent (40%) of all apprenticeship hours worked on the Project.

7.6.3 Apprentice Hiring Requirements on Federally Funded Projects

- (a) All Contractors/Employers performing Project Work will make every effort to employ the maximum number of Apprentices allowed by State Law.
- (b) District will seek to make available through this Agreement or other means, significant apprenticeship opportunities for National Targeted Workers, consistent with Section 7.6.1 above.
- (c) Any apprentice must come from an apprenticeship program as defined in 1.2 above.
- (d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the applicable State Agency, which defines a journeyman as a person who has either completed an accredited apprenticeship in their craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Each C/S/E/D shall provide adequate proof evidencing the worker's qualification as a journeyman.

7.7 The Disadvantaged Workers will be referred to the Unions from the Community Workforce Coordinator qualified to perform construction jobs coordination and related services. The Community Workforce Coordinator shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. As referenced in 1.8 above, Disadvantaged Workers must meet at least two of the following criteria:

- a. Being homeless;
- b. Being a custodial single parent;
- c. Receiving public assistance;
- d. Lacking a GED or high school diploma;
- e. Having a criminal record or other involvement with the criminal justice system;

- f. Suffering from chronic unemployment;
- g. Emancipated from the foster care system;
- h. Veteran;
- i. An apprentice with less than 15% of the required graduating apprenticeship hours in a program as described in 1.3 above.

For the applicant to qualify under this program, the Community Workforce Coordinator shall verify the presence of any two criteria listed above.

7.8 The C/S/E/D shall be the sole judge of the qualifications of any employee including those referred to the C/S/E/D by any source.

7.9 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory precast, prefabrication or preassembled materials, tools or other labor-saving device, except any Project Work that is traditionally performed by the building and construction trades' personnel.

7.10 Helmets to Hardhats:

The C/S/E/Ds and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction trades industry. The C/S/E/Ds 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 the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The Unions and Employers agree to coordinate with the Center to reach out to veterans interested in entering into a construction career. For purposes of this Agreement, the term "veteran" shall be the same as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of their status as a veteran. The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

7.11 C/S/E/Ds agree to only use the Craft Request Form (Attachment C) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Community Workforce Coordinator, including workers qualified as Local Targeted Workers, National Targeted Workers, and/or general dispatch.

7.12 When Local Targeted Workers or National Targeted Workers are

requested by a C/S/E/D, the Unions will refer such workers regardless of their place in the Union hiring halls' list and normal referral procedures.

7.13 In the event that a C/S/E/D, having not achieved its targeted hiring participation levels, requests a Local Targeted Worker or National Targeted Worker from the Union hiring facility, and is referred a worker who is not a Local Targeted Worker or National Targeted Worker, the C/S/E/D is under no obligation to hire the referred worker for the Project work and shall notify the Union hiring facility and the Community Workforce Coordinator.

7.14 The C/S/E/Ds, Unions and Community Workforce Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted, until the project on which such workers is completed. All Craft Request Forms shall be available for inspection and copies provided upon request by District.

ARTICLE VIII **WAGES & BENEFITS**

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the C/S/E/D the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the C/S/E/D shall pay that rate as of its effective date under the law. Notwithstanding Section 2.2, this Agreement does not relieve C/S/E/Ds from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

8.2 C/S/E/D shall pay contributions to the established employee benefit funds in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the C/S/E/D and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the C/S/E/D on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.2, C/S/E/Ds directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Riverside Community College District shall not be liable for determining the level of contributions, deductions or payments for benefits and District shall not be liable for or required to make contributions, deductions or payments for benefits in excess of or different from those set forth in the prevailing wage determinations.

8.3 Each C/S/E/D adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the C/S/E/D's employees. Each C/S/E/D authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds

and hereby ratifies and accepts the trustees so appointed as if made by the Contractor/Employer. C/S/E/Ds further agree to sign the applicable trust agreement "subscription" agreement(s) if required by the Craft Union on behalf of the Craft employees in order to make the employee contributions to the pension, annuity, health and welfare, vacation, apprenticeship, training trusts, etc.

ARTICLE IX

REGULATORY COMPLIANCE

9.1 Compliance with All Laws: The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Community Workforce Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

9.2 The Parties agree that the District shall require, and that the Community Workforce Coordinator and Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Community Workforce Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Community Workforce Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

9.3 The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate and resolve such complaints. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

9.4 Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE X

SETTLEMENT OF GRIEVANCES AND DISPUTES

10.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

10.2 The C/S/E/Ds, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

10.3 Any question or dispute by or between a C/S/E/D and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article IV (Work Stoppages and Lockouts) or Article XI (Work Assignments and Jurisdictional Disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: Within five (5) business days after notice of the dispute, the Business Representative of the involved local Union or Council, or their designee, and the representative of the involved C/S/E/D shall meet and attempt to resolve the dispute.

Step 2: The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Community Workforce Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3: (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Community Workforce Coordinator (with copies to the other Parties) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Andrea Dooley; (2) Fredric Horowitz; (3) Sara Adler; (4) David Weinberg; and (5) Juan Carlos Gonzalez. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

10.4 Community Workforce Coordinator shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps. District, in its sole and absolute discretion, may elect to utilize the procedures set forth herein for

addressing issues of concern to District arising under this Agreement.

10.5 The time limits specified in any step of the Dispute Resolution Procedure set forth in Section 10.3 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

10.6 In order to encourage the resolution of disputes at Steps 1 and 2 of the dispute procedure, the parties agree that any settlements made during such steps, shall not be precedent setting.

10.7 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and C/S/E/D(s) involved.

10.8 The Parties to this Agreement may mutually agree to establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. The JAC shall meet on a schedule to be determined by the Committee or at the call of the joint chairs (ideally the JAC shall meet at least once per quarter), to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles IV and XI shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

ARTICLE XI

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

11.1 Assignment. All jurisdictional disputes regarding a Covered Project shall be settled and adjusted in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (“Plan”) or as otherwise set forth in the MLA.

11.2 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.

11.3 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 applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

11.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, sympathy strike, work stoppage, picketing, otherwise advising the public that a labor dispute exists, or slow-down of any nature, and the Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE XII **WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE XIII **MANAGEMENT RIGHTS**

13.1 The C/S/E/Ds retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with this Agreement or an MLAs.

13.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient

use of workforce other than as may be required by safety regulations. The C/S/E/Ds may utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.

13.3 The C/S/E/D shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement or an MLA. The C/S/E/D shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between the particular C/S/E/D and Union and pursuant to this Agreement.

13.4 Nothing in this Agreement shall be construed to limit the right of any of the C/S/E/Ds to select the lowest bidder they deem qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any qualified contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement. The right of ultimate selection remains solely with the C/S/E/D in accordance with the Construction Contract or Inspection Services Contract.

13.5 It is recognized that certain materials, equipment and systems of a highly technical or technological and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped, prewired and/or installed under the supervision and direction of manufacturer's personnel. The Unions agree that such materials, equipment and systems may be installed under the supervision and direction of the District representative, the C/S/E/D's or the manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without incident.

ARTICLE XIV **SAFETY, PROTECTION OF PERSON AND PROPERTY**

14.1 It shall be the responsibility of each C/S/E/D to ensure safe working conditions and employee compliance with any safety rules contained herein or established by District, the state and the C/S/E/D. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the C/S/E/D and Riverside Community College District.

14.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E/D and Riverside Community College District. These rules will be published and posted in conspicuous places by the C/S/E/D throughout the work site. An employee's failure to satisfy their obligations under this Section will subject them to discipline,

including discharge.

14.3 The Parties acknowledge that Riverside Community College District and C/S/E/D have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on Riverside Community College District's premises. Additionally, the C/S/E/D has a "drug-free" workplace policy, which prohibits those working on the Project from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system. The Parties to this Agreement adopt the San Bernardino-Riverside Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D, and which shall be the policy and procedure utilized under this Agreement.

ARTICLE XV **SAVINGS CLAUSE**

15.1 The Parties agree that in the event any article, provision, clause, sentence or work of the 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, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

15.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then the parties will meet and negotiate a successor agreement addressing as much of the intent, of the Parties, as is legally permitted.

15.3 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, Federal or State law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, Geographical Area, or the instruction of an authorized representative of these agencies with respect to any grant or contract.

ARTICLE XVI **PRE-JOB CONFERENCE**

16.1 Each C/S/E/D will conduct a pre-job conference with the appropriate affected Union(s) and the Councils at least fourteen (14) days prior to commencing work. The C/S/E/D shall notify the Councils ten (10) days in advance of all such conferences. Subcontractors of all tiers will be advised in advance of all such conferences and shall participate. All work assignments should be disclosed by the C/S/E/D at a pre-job conference held in accordance with industry practice. The assignment of work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the scope

coverage of the signatory Unions' applicable CBA and the historical jurisdiction for work in the locality. Should a Union dispute a work assignment which has been disclosed and discussed at the pre-job meeting, the Union Representative shall proceed to follow the steps outlined in Article XI of this Agreement.

ARTICLE XVII **AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE XVIII **WORK OPPORTUNITIES PROGRAM**

18.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among Area Residents to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

18.1.1 Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeypersons, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

18.1.2 Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

18.1.3 Participate in District based job fairs, career days and outreach events; and

18.1.4 Provide speakers to speak at District programs and Academies as requested; and

18.1.5 Assist District graduates in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum or Carpenters' Career Connections program and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist District graduates who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

18.1.6 Allow tours of their JACs as requested; and

18.1.7 Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

18.1.8 Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

ARTICLE XIX **TERM**

19.1 The Agreement shall continue in full force and effect for a period of ten (10) years from the date of execution by all parties hereto. The Agreement may subsequently be extended by written amendment if agreed to by the parties.

19.2 The Agreement shall continue in full force and effect for each covered Project begun during this Agreement until a certificate of substantial completion has been issued to the contractor by Riverside Community College District. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.

19.3 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.

ARTICLE XX **RESPONSIBILITY FOR COSTS**

20.1 Riverside Community College District and the Unions shall each be responsible for their own legal costs including all attorneys' fees and associated disbursements that might accrue with regard to any legal challenge over the adoption by Riverside Community College District of this Agreement, and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

ARTICLE XXI **MISCELLANEOUS PROVISIONS**

21.1 This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the Geographical Area. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the Geographical Area, or any other appropriate court in such Geographical Area.

21.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to Riverside Community College District shall be sent

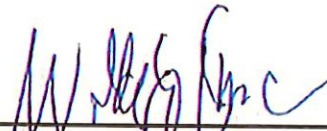
to Riverside Community College District's office or individual designated by Riverside Community College District.

21.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

21.4 The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: 
Wolde-Ab Isaac, Ph.D., Chancellor

Date: 9/23/2025

SAN BERNARDINO/RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCIL

By: 
Albert Duarte – Business Manager

Date: 12/5/25

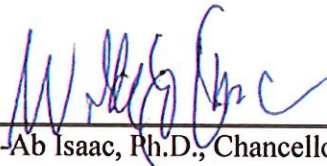
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

RIVERSIDE COMMUNITY COLLEGE DISTRICT

By: 
Wolde-Ab Isaac, Ph.D., Chancellor

Date: 9/23/2025

SAN BERNARDINO/RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____
Albert Duarte – Business Manager

Date: _____

Riverside Community College District 2025

HEAT AND FROST LOCAL 5

Signature: [Signature]

Name: LOCAL 5

LABOERES LOCAL 1184

Signature: _____

Name: _____

BRICKLAYERS LOCAL 4

Signature: [Signature]

Name: Luis A. Pineda

BOILERMAKERS LOCAL 92

Signature: [Signature]

Name: Lalo L. Cervantes

DISTRICT COUNCIL 36

Signature: _____

Name: _____

CEMENT MASONS LOCAL 500

Signature: [Signature]

Name: Eric Valencia

GUNITE WORKERS LOCAL 345

Signature: _____

Name: _____

IBEW 440 - riverside

Signature: [Signature]

Name: Jeremy Forshaw

IRONWORKERS 416

Signature: [Signature]

Name: Robert Ramos

ELEVATOR CONSTRUCTORS LOCAL 18

Signature: [Signature]

Name: Kenneth M. Michalik

SO. CAL DISTRICT COUNCIL OF LABORERS

Signature: _____

Name: _____

IRONWORKERS 433

Signature: [Signature]

Name: Louie Lopez

HEAT AND FROST LOCAL 5

Signature: _____

Name: _____

BRICKLAYERS LOCAL 4

Signature: _____

Name: _____

DISTRICT COUNCIL 36

Signature: _____

Name: _____

IBEW 477 – san bernardino

Signature: _____

Name: _____

IRON WORKERS 416

Signature: _____

Name: _____

SO. CAL DISTRICT COUNCIL OF LABORERS

Signature: *Jon Preciado* _____

Name: Jon Preciado _____

LABOERES LOCAL 1184

Signature: _____

Name: _____

BOILERMAKERS LOCAL 92

Signature: _____

Name: _____

CEMENT MASONS LOCAL 500

Signature: _____

Name: _____

GUNITE WORKERS 345

Signature: _____

Name: _____

ELEVATOR OPERATORS LOCAL 18

Signature: _____

Name: _____

IRONWORKERS 433

Signature: _____

Name: _____

LABORERS LOCAL 300

Signature: _____

Name: _____

LABORERS LOCAL 783

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

RIVERSIDE COUNTY PLA/CWA SIGNATURE SHEET

HEAT AND FROST LOCAL 5

Signature: _____

Name: _____

LABOERES LOCAL 1184

Signature: _____

Name: _____

BRICKLAYERS LOCAL 4

Signature: _____

Name: _____

BOILERMAKERS LOCAL 92

Signature: Signed by:
Nick Garcia

Name: Nick Garcia D478514A7B88433... 11/4/2025

DISTRICT COUNCIL 36

Signature: Signed by:
Mario Santoyo
6184ED45940E498...

Name: Mario Santoyo 11/5/2025

CEMENT MASONS LOCAL 500

Signature: _____

Name: _____

GUNITE WORKERS LOCAL 345

Signature: _____

Name: _____

IBEW 440 – riverside

Signature: _____

Name: _____

IRON WORKERS 416

Signature: DocuSigned by:
Robert Ramos
8CFFC954845444A...

Name: Robert Ramos 11/4/2025

ELEVATOR CONSTRUCTORS LOCAL 18

Signature: _____

Name: _____

SO. CAL DISTRICT COUNCIL OF LABORERS

Signature: _____

Name: _____

IRONWORKERS 433

Signature: DocuSigned by:
Louie Lopez
E354B1E83ABE4C1...

Name: Louie Lopez 11/4/2025

RIVERSIDE COUNTY PLA/CWA SIGNATURE SHEET

LABORERS LOCAL 300

Signature: _____

Name: _____

UA LOCAL 364

Signature: _____

Name: Joe Raymond 10/30/2025

DocuSigned by:
Joe Raymond
FD0ABEF3D7A2407...

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

UA LOCAL 669

Signature: _____

Name: Todd Barry 10/30/2025

DocuSigned by:
Todd Barry
8E2C8D688313452...

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

ROOFERS LOCAL 220

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

SHEETMETAL LOCAL 105

Signature: _____

Name: _____

PLASTERERS LOCAL 200

Signature: _____

Name: Carlos Ponce 11/3/2025

Signed by:
Carlos Ponce
5684A06E55E546A...

TEAMSTERS 986

Signature: _____

Name: _____

UA LOCAL 345

Signature: _____

Name: _____

TEAMSTERS 166

Signature: _____

Name: Robert Stanley 11/3/2025

Signed by:
Robert Stanley
0947F6E50D6B408...

Riverside Community College District 2025

LABORERS LOCAL 300

Signature: _____

Name: _____

UA LOCAL 398

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

UA LOCAL 364

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

UA LOCAL 669

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature: _____

Name: _____

ROOFERS LOCAL 220

Signature: 

Name: RUDY RECENDEZ

PLASTERERS LOCAL 200

Signature: 

Name: ESEQUIEL MENDON

SHEETMETAL LOCAL 105

Signature: 

Name: WILLIAM SHAVEZ

UA LOCAL 345

Signature: _____

Name: _____

TEAMSTERS 986

Signature: _____

Name: _____

Riverside Community College District 2025

TEAMSTERS 166

Signature: B. Lindsey

Name: Bobby Lindsey

WESTERN STATES REGIONAL COUNCIL OF
CARPENTERS

Signature: _____

Name: _____

PLASTER TENDERS 1414

Signature: _____


Name: _____

TEAMSTERS 166

Signature: _____

Name: _____

WESTERN STATES REGIONAL COUNCIL OF
CARPENTERS

Signature:  _____

Name: Jacob Kleespies

PLASTER TENDERS 1414

Signature: _____

Name: _____

Riverside Community College District 2025

LABORERS LOCAL 300

Signature: _____

Name: _____

OPERATING ENGINEERS LOCAL 12

Signature:  _____

Name: David Sikorski

OPERATING ENGINEERS LOCAL 12

Signature: Ken Hunt _____

Name: Ken Hunt

OPERATING ENGINEERS LOCAL 12

Signature:  _____

Name: Perry Hankens

PLASTERERS LOCAL 200

Signature: _____

Name: _____

UA LOCAL 345

Signature: _____

Name: _____

UA LOCAL 398

Signature: _____

Name: _____

UA LOCAL 364

Signature: _____

Name: _____

UA LOCAL 669

Signature: _____

Name: _____

ROOFERS LOCAL 220

Signature: _____

Name: _____

SHEETMETAL LOCAL 105

Signature: _____

Name: _____

TEAMSTERS 986

Signature: _____

Name: _____

ATTACHMENT A-LETTER OF ASSENT

COMPANY LETTERHEAD

Riverside Community College District
Attn: Community Workforce Coordinator

Re: Community Workforce Agreement - Letter of Assent

To whom I may concern:

This is to confirm that [name of company] agrees to be party to and bound by the Riverside Community College District Community Workforce Agreement effective August ____, 2025, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

[Copies of this letter must be submitted to the Community Workforce Coordinator and to the Council.]

Attachment B

Area Resident Zip Codes

(Tier 1)

Riverside Community College District Zip Codes

(Tier 2)

Remaining Zip Codes within Riverside County

(Tier 3)

Zip Codes of San Bernardino County

Riverside Community College District
Measure CC Facilities
Community Workforce and Student Opportunity Agreement
Attachment B
Area Resident Zip Codes
(Tier 1)
Riverside Community College District Zip Codes

<u>College</u>	<u>City</u>	<u>Zip Code</u>
<u>MVC</u>	<u>March AFB</u>	<u>92518</u>
<u>MVC</u>	<u>Moreno Valley</u>	<u>92551</u>
<u>MVC</u>	<u>Moreno Valley</u>	<u>92553</u>
<u>MVC</u>	<u>Moreno Valley</u>	<u>92555</u>
<u>MVC</u>	<u>Moreno Valley</u>	<u>92557</u>
<u>MVC</u>	<u>Perris</u>	<u>92571</u>
<u>MVC</u>	<u>Perris/Mead Valley</u>	<u>92570</u>
<u>RCC</u>	<u>Riverside</u>	<u>92501</u>
<u>RCC</u>	<u>Riverside</u>	<u>92503</u>
<u>RCC</u>	<u>Riverside</u>	<u>92504</u>
<u>RCC</u>	<u>Riverside</u>	<u>92505</u>
<u>RCC</u>	<u>Riverside</u>	<u>92506</u>
<u>RCC</u>	<u>Riverside</u>	<u>92507</u>
<u>RCC</u>	<u>Riverside</u>	<u>92508</u>
<u>RCC</u>	<u>Jurupa Valley</u>	<u>92509</u>
<u>RCC</u>	<u>Riverside/UCR</u>	<u>92521</u>
<u>NC</u>	<u>Eastvale</u>	<u>92880</u>
<u>NC</u>	<u>Mira Loma/Jurupa Valley</u>	<u>91752</u>
<u>NC</u>	<u>Norco</u>	<u>92860</u>
<u>NC</u>	<u>Corona</u>	<u>92879</u>
<u>NC</u>	<u>Corona/El Cerrito</u>	<u>92881</u>
<u>NC</u>	<u>Corona</u>	<u>92882</u>
<u>NC</u>	<u>Corona</u>	<u>92878</u>
<u>NC</u>	<u>Temescal Valley</u>	<u>92883</u>

**ATTACHMENT C
RIVERSIDE COMMUNITY COLLEGE DISTRICT
CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After submitting your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Riverside Community College District Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from qualified workers: first, Area Residents residing in those first tier zip codes which cover the Riverside Community College District geographic area, as reflected on the attached list of zip codes on Attachment B, as well as Veterans, MC3 Graduates, and students and graduates of the Riverside Community College District, regardless of where they reside, second, qualified workers residing within the remaining zip codes for Riverside County, as reflected on the attached list of zip codes on Attachment B, third, qualified workers residing within San Bernardino County, as reflected on Attachment B. For Dispatch purposes, employees residing within any of these three (3) areas, as well as Veterans, MC3 Graduates, and students and graduates of Riverside Community College District, regardless of where they reside, shall be referred to as Area Residents.

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ Fax# () _____ **Date:** _____
Cc: Community Workforce Coordinator
From: Company: _____ Issued By: _____
 Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journey person or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ **Site:** _____ **Address:** _____
Report to: _____ **On-site Tel:** _____ **On-site Fax:** _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYPERSON	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D
SAN BERNARDINO – RIVERSIDE
BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created 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 CWA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. 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 Contractor’s job premises or while working on any jobsite in connection with work performed under the CWA.

2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.

3. 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. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

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

a. 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 Business 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.

b. 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.

c. 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.

d. 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 CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. 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.

e. 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.

f. 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.

g. 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 him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Community Workforce Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) 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 being 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 Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

h. Applicants or employees who 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 Prevailing Wage Laws. 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. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

7. 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.

8. 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 CWA.

9. 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 CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, 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.

11. 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.

12. 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 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.

13. 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.

14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 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 benzoylecgonine):** 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 benzoylecgonine).

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.

**MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that 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" drug screening test. This “quick” screen 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” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The sample used for the "quick" screen 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” screen test.

AMENDMENT 1
RIVERSIDE COMMUNITY COLLEGE DISTRICT MEASURE CC FACILITIES
COMMUNITY WORKFORCE AND STUDENT OPPORTUNITY AGREEMENT

This amendment ("Amendment") to the Riverside Community College District Measure CC Facilities Community Workforce and Student Opportunity Agreement effective 2025-2035 ("Existing Agreement"), which was approved by the Board of Trustees of the Riverside Community College District ("District"), on August 19, 2025, and entered into with the San Bernardino-Riverside Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Unions signing this Amendment, including the Western States Regional Council of Carpenters (hereinafter together with the Council, collectively, the "Union" or "Unions"). The District, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

RECITALS

WHEREAS, the Council omitted a key term acknowledging preexisting national agreements, and pursuant to Article 21, the Parties desire to modify or amend the Existing Agreement.

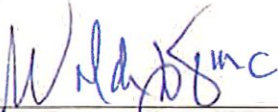
TERMS

NOW, THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties set forth their mutual covenants and understandings which are to replace Section 2.3 with the following provision (the underlined text is new):

2.3 Project Labor Disputes: The provisions of this Agreement, including the MLAs, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by a provision in a MLA and not covered by this Agreement, the provision of the MLA shall prevail. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

IN WITNESS whereof the Parties have caused this Amendment to be executed as of the date the District approves this Amendment, and the Parties expressly agree that the terms set forth above have precedence over the same terms in the Existing Agreement and shall remain in full force and effect.

**RIVERSIDE COMMUNITY COLLEGE
DISTRICT**

By: 
Wolde-Ab Isaac, Ph.D., Chancellor

Dated: 10/20/25

**SAN BERNARDINO-RIVERSIDE
BUILDING & CONSTRUCTION
TRADES COUNCIL**

By: 
Albert Duarte, Executive Director

Dated: 10/18/25