



TO: Mayor and Councilmembers

FROM: Kristy Schmidt, Assistant City Manager

CONTACT: Ryan Kintz, Assistant to the City Manager

SUBJECT: Project Labor Agreements

RECOMMENDATIONS:

- A. Receive a presentation and report on Project Labor Agreements; and
- B. Provide policy direction to staff on whether to pursue the possible adoption of a Project Labor Agreement requirement for City projects above a certain threshold construction dollar amount; and
- C. If the City Council wishes to further pursue a possible Project Labor Agreement requirement for City projects, refer the matter to the Ordinance Committee to consider the development of an ordinance or alternative method of implementation.

BACKGROUND:

In the FY 2019/20 Annual Work Program for the City Manager's Department a new work effort was included for staff to explore the implementation of project labor agreements. In addition, on June 15, 2019, Councilmember James Kyriaco requested staff return to the City Council with a framework for having the construction of Fire Station 10, the Goleta Train Depot and other large City projects performed under a project labor agreement (PLA). This request was supported by Mayor Paula Perotte. Following this request, on January 7, 2020, staff met with representatives from the Tri Counties Building and Construction Trades Council, AFL-CIO (Trades Council), which represents 33 craft labor unions in Ventura, Santa Barbara and San Luis Obispo Counties, to discuss this endeavor and to get a better understanding of PLAs from the perspective of the Trades Council. Following this meeting staff conducted further research and gathered information as presented in this report.

The purpose of this report is the following:

1. Introduce and describe the concept of project labor agreements.
2. Provide a summary of the legal basis for the City to enter a PLA.
3. Review typical provisions in PLAs and how they are typically negotiated.

4. Evaluate the potential impacts of key provisions of a PLA on future high dollar value Goleta projects (Goleta Train Depot, Fire Station 10, Goleta Community Center, etc.).
5. Review typical advantages and disadvantages of PLAs as determined by the Congressional Research Service July 2010 report on PLAs.
6. Present other considerations staff gathered from meetings with regional jurisdictions who have adopted or are soon to adopt PLAs.

The intent of this report is to evaluate the potential impacts of a PLA requirement on future Goleta projects from a practical perspective. This report is not intended to be an exhaustive review of every provision included in PLAs nor to provide an opinion on the merit of a PLA for large projects in the City of Goleta.

Finally, staff seeks policy direction from the City Council on whether to continue to pursue the development of a PLA requirement. Such a requirement could be adopted via an ordinance, by the direction of the Council on a project-by-project basis, or through a resolution or other policy instrument. Should Council wish to pursue consideration of a PLA requirement, staff recommends referral of the matter to the Ordinance Committee to study the potential advantages and/or disadvantages of PLAs specific to the City of Goleta and its future projects and to recommend to the City Council whether a PLA requirement should be adopted by ordinance or through an alternative method of implementation.

DISCUSSION:

What is a project labor agreement?

Used in the United States since the 1930s on projects including the Grand Coulee Dam in Washington, the Shasta Dam in California and the Hoover Dam in Nevada, a Project Labor Agreement, or PLA, also known as a Community Workforce Agreement, is a collective bargaining agreement executed prior to the beginning of a construction project or group of construction projects. PLAs are typically used for larger and more complex projects and, by their terms, (1) necessitate worker representation by local labor unions determined per trade on the covered projects and (2) set forth basic terms and conditions of employment applicable to contractors. PLAs are typically negotiated between the project owner (e.g., a city or other government entity) and the local building trades council and/ or individual construction trade unions, although PLAs can be directly negotiated between contractors and construction trade unions. The agreements are negotiated prior to advertisement for bids and become part of the construction bid documents. The general contractor and all subcontractors must agree to be bound by the requirements of the agreement as part of their bid submission and they must sign on to the agreement prior to performing any work on a PLA-covered project.

PLAs typically require workers to have membership in certain trade unions, at least for the time relevant to the project. By requiring adherence to various union collective bargaining agreements, PLAs also specify establishment of: 1) uniform work conditions; 2) hiring procedures; 3) wages and benefits; 4) management rights; 5) labor dispute

resolution procedures; 6) procedures to prevent work stoppages; and 7) agreement to adhere to existing Master Labor Agreements (MLAs) for the trades subject to the PLA. A PLA may also include no-strike and no lock out provisions and procedures for resolving disputes. Proponents consider this to be one of the most significant condition in most PLAs that unions agree not to strike or engage in other disruptive activities, and the contractors and their subcontractors agree to no lockouts for the duration of the construction project. This is presented as an important factor in delivering public projects on time and within budget and adds a measure of stability and predictability in the project timelines. These agreements also sometimes include hiring goals and targets to promote participation in covered projects from targeted categories of workers, including local residents, apprentices, historically underutilized residents and businesses, at-risk persons, veterans, minority-owned businesses and/or disadvantaged business enterprises. Councilmember Kyriaco and Mayor Perotte expressed interest in the potential of the PLA structure for advancing local hire and local economic development objectives.

Labor organizations typically propose PLAs as a way to ensure the use of unionized labor, standardize work rules between contractors and ensure worker rights. Opponents argue that adoption of a PLA stifles competition by discouraging non-union contractors and increases construction costs. Another critique of PLA usage is that contractors typically have no input on PLA requirements, as they are negotiated between the public agency and the labor unions before construction project bidding, a process that largely excludes the actual contractors that will ultimately employ the workers on the projects at issue.

It should be noted that in some areas, PLAs remain controversial. Several localities in California have banned the use of PLAs. Voter-approved initiatives have banned PLAs in San Diego County and in the cities of Chula Vista and Oceanside.¹ Ordinances adopted by the Fresno City Council and boards of supervisors in Orange County, Placer County and Stanislaus County also ban PLAs.²

This report does not propose to resolve these conflicting positions as to the value, utility and cost impacts of PLAs, but attempts to provide the City Council with as much objective, preliminary information as possible and facilitate a public discussion of the potential benefits and impacts of a PLA in general as it relates to the large projects that will be developed in the City of Goleta over the next several years. If the City Council decides to move forward with the development of a PLA requirement for City construction projects, future analysis will need to be conducted specific to each project, to determine the likely time and expense associated with negotiating and implementing an agreement for each project.

Legal Authority for Project Labor Agreements

California Public Contract Code section 2500, et seq., governs a public entity's use of PLAs. A public entity may only utilize such an agreement if it includes all the taxpayer protection provisions set forth in Section 2500(a). A public agency enters a PLA with local

¹ SB 922 – Bill Analysis.

² Id.; see also “Project Labor Revolt,” Review & Outlook, July 19, 2011, The Wall Street Journal.

labor unions before seeking bids from contractors. While both union and non-union contractors may bid on projects governed by a PLA, all workers that will be covered by the PLA are dispatched through local union hiring halls and subject to the various requirements of the collective bargaining agreements associated with those various trade unions, including seniority preferences and the payment of union dues and other required fees.

Pursuant to Public Contract Code section 2500, the PLA must include, at a minimum, all of the following:

- Prohibition on discrimination based on race, national origin, religion, sex, sexual orientation, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.
- Permission for all qualified contractors and subcontractors to bid for and be awarded work on the project without regard to whether they are otherwise parties to collective bargaining agreements (i.e., whether they are union or non-union).
- Agreed-upon protocol concerning drug testing for workers who will be employed on the project.
- Guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project
- Requirement that disputes arising from the PLA shall be resolved by a neutral arbitrator.

A single PLA may cover one project, a particular classification of projects or all projects in the City 's discretion. The City Council must adopt the PLA by majority vote and must also act by majority vote in each instance it wishes to allocate funding for any project covered by the PLA. (Pub. Contract Code, § 2501.)

The statutory authority for the City to implement a PLA does not provide guidance regarding the process by which a PLA is formed (such as the underlying policy framework or negotiation process).

Project Labor Agreement Negotiations

The various national trade unions have long-established master labor agreements that they attempt to standardize across employers and that contain various worker-benefit requirements, including wage requirements, retirement contributions, and others. PLAs are put forward for the primary purpose of ensuring that only unionized labor is used on construction projects, and that the various contractors will submit to the terms of the master labor agreement relevant to the applicable national trade unions, at least on the PLA projects for their duration. The PLA will typically provide a template letter agreement that the various contractors must sign that affirms each contractor's agreement to be bound by the applicable master labor agreement and trust agreements. Therefore, as a preliminary matter, the PLA will (1) set forth the labor classifications covered by applicable national trade unions (the "Covered Work"); (2) set forth the applicable wages scales and fringe benefit rates for the Covered Work; and (3) require that all contractors and

subcontractors performing the Covered Work either become signatories to the applicable master labor agreements or agree to be bound by the relevant master labor agreement for the Covered Work on the PLA projects.

The City may, of course, seek to modify the terms set forth in the typical PLA and add language to ensure agency rights in relation to the PLA projects and also to limit potential inadvertent financial exposure on the part of the affected contractors. One area of intense negotiation is the scope of "Covered Work" and limitations on that coverage. For instance, the PLA should be clear on whether delivery or support workers are covered and how very broad union jurisdictional clauses should be interpreted. Another area of negotiation is whether contractors should be allowed to extend a preference to the contractor's historic crew employees over union workers from hiring halls. Another area is a provision that there will be no contractor dual liability for good faith union work. In other words, since the jurisdiction clauses of the various trade unions can sometimes be broadly worded, many agencies want to ensure that contractors are not unduly burdened by required trust fund contributions to more than one union for a single worker's Covered Work. In addition, public agencies often negotiate express provisions ensuring that work continue efficiently and without slowdown, despite any misunderstanding, dispute, or grievance that may arise during the course of the PLA projects. Particular attention should be paid to grievance, work stoppage and lockout provisions. Finally, best practice is also to expressly set forth that nothing within the PLA shall require any contractor to remain a member of the union or having continuing obligation related to the payment of funds, benefits, or contingent liability following the completion of the PLA projects.

Typical Project Labor Agreement Provisions

The following are the types of provisions included in PLAs. More detail about these provisions and their potential considerations for Goleta's future projects is provided in Attachment 1.

1. Work Conditions - Uniform Work Conditions
2. Hiring Procedures
 - a. Union Recognition
 - b. Referral Systems
 - c. Core Employees
 - d. Union and Non-Union Contractor Comparison
 - e. Specialty Subcontractors
 - f. Construction Inspection
3. Wages
4. Benefits
5. Wages and Benefits - Union and Non-Union Contractor Comparison
6. Management Rights
7. Work Stoppages
8. Dispute Resolution
9. Targeted Worker Participation
10. Schedule
11. Cost

- 12. PLA Negotiation
- 13. Contract Document Development
- 14. PLA Administration

For illustration, Attachment 3 provides an example City of Los Angeles Project Labor Agreement.

Advantages and Disadvantages of PLAs

There is considerable debate between the opponents and proponents of PLAs. Opponents say PLAs are anti-competitive and increase costs. Proponents say they ensure decent wages and benefits, a quality workforce, and timely completion of projects within budget³. Below is a general list of Advantages and Disadvantages of the use of PLAs taken from a Congressional Research Service (CRS) report on PLAs from July 1, 2010.⁴

ADVANTAGES

Proponents of PLAs argue that the agreements have several advantages, including that they:

1. Provide uniform wages, benefits, overtime pay, hours, working conditions, and work rules for work on major construction projects;
2. Provide contractors with a reliable and uninterrupted supply of qualified workers at predictable costs;
3. Ensure that a project will be completed on time and on budget⁵ due to the supply of qualified labor and relative ease of project management;
4. Ensure no labor strife by prohibiting strikes and lockouts and including binding procedures to resolve labor disputes;
5. Make large projects easier to manage by placing unions under one contract, the PLA, rather than dealing with several unions that may have different wage and benefit structures;
6. May include provisions to recruit and train workers by requiring contractors to participate in recruitment, apprenticeship, and training programs for women,

³ Staff wishes to emphasize that no agreement can “ensure” timely completion of a project. There are all kinds of reasons why a project might get delayed – unforeseen circumstances, materials delays, etc. In practice, PLAs protect against delays in project completion due to labor strife specifically. However, City of Goleta has not in recent history had a project that experienced labor strife.

⁴ The Congressional Research Service (CRS), known as Congress's think tank, is a public policy research institute of the United States Congress. As a legislative branch agency within the Library of Congress, CRS works primarily and directly for Members of Congress, their Committees and staff on a confidential, nonpartisan basis.

⁵ See note 3, above.

minorities, veterans, and other under-represented groups (this is a common CWA provision);

7. Reduces misclassification of workers and the related underpayment of payroll taxes, workers compensation, and other requirements;
8. May mean a larger percentage of construction wages stay in state; and
9. May improve worker safety by requiring contractors and workers to comply with project safety rules.

PLA proponents note that the positive impact of creating career paths for women, minorities, veterans, and other under-represented populations may not be easily measured in the short term. But they say that developing qualified workers in the construction trades and including people who historically were underrepresented in the trades, has a positive long-term economic benefit for the individuals who receive the jobs and for the construction industry as a whole.

DISADVANTAGES

Opponents argue that PLAs have several disadvantages, including that they:

1. Increase costs by mandating union wages,⁶ work rules and inhibiting competition;
2. Are anti-competitive because nonunion contractors may choose not to bid because either their members would be required to join a union if the contractor wins the bid or the contractor would not be able to use its own workers if the PLA required hiring through the union hiring hall;
3. Are inherently unfair to nonunion contractors and nonunion employees;
4. Are an unnecessary mandate (if imposed by law);
5. Hinder the use of nonunion contractor training programs that may operate more efficiently and are job specific, instead of union apprenticeship programs of a fixed duration; and
6. Are unnecessary because of existing prequalification procedures that screen contractors that bid on public projects.

PLA critics also note that the issue is not always that PLAs are detrimental. Sometimes, they argue, having a PLA is not proof of an improved situation. For example, the available evidence does not show that PLA construction projects are safer than non-PLA projects. In California, cities are covered by prevailing wage laws that already establish competitive wages for public works projects. Further, local hiring objectives can be achieved without a PLA by incorporating the objectives in the bid specs for any project. In other words,

⁶ Including benefits and other forms of compensation.

even in the absence of a PLA, the bid specs can require that the bidder who is awarded the project make good faith efforts to hire a specified percentage of local workers. Some critics of PLAs also point out that the amount of time needed to prepare, negotiate and approve a PLA may also affect the timely completion of a project or add to costs.

Local Contractors and PLA Policy Options

Local Contractors

During the preparation of this report, staff consulted with other agencies in the region regarding the development of PLAs. These agencies shared anecdotally that local workforce participation was already very high for large public projects in Ventura and Santa Barbara Counties. Though they did not offer data to verify, it was their sense that many of the contractors in this area are smaller “mom and pop” businesses. These smaller contractors are typically subcontracted by the larger contractors, often from the Los Angeles region, that are awarded large project contracts in our area.

There was concern that this significant and unique fact to our region can lead to the opposite intention of a PLA whereby the use of a PLA can lead to a decrease in local workforce participation. Many of these smaller, local contractors are not unionized and, should a PLA be used for a particular project, they may be excluded from use in said project if they or their employees choose not to affiliate with the union. This can also happen, even if they are willing to temporarily affiliate, if a local hire percentage isn’t clearly established in the PLA. If the City Council directs staff to proceed with a PLA requirement with the intent for local hire preference, staff recommends that further research be conducted by the Ordinance Committee to determine our region’s true local hire percentage. In addition, Staff recommends Council clearly establish, in any future developed PLA, a local hire percentage or percentage range requirement that is not less than the current local participation percentage. This would help establish City, Trades Council, and public expectations prior to PLA negotiations and help minimize delays in negotiating and establishing a PLA.

PLA Policy Options

In consultation with other Cities who have adopted PLA requirement, staff gained insight on the potential language that could be added to a PLA ordinance or other policy. These options are listed and described below.

1. *Acceptable local hire percentage.* Given the potential for PLAs to reduce the percentage of local hires for PLA projects, the City Council could require a local hire percentage for all City projects covered by a PLA.
2. *Consider a higher dollar amount for the threshold to utilize a PLA.* Project labor agreements and their administration carry the potential to add substantial complexity and cost to City projects. If a high dollar amount is not used as a threshold, PLAs will need to be used for small projects where these costs and complexities outweigh any larger benefit. That is why, for example, the City of Santa Barbara has set their threshold at \$5 million.
3. *Build in an inflation or escalation factor.* With the increase in construction costs the City could find itself using PLAs for much smaller projects than what was initially intended if an inflation factor applicable to the dollar threshold is not included in the ordinance.

4. *Include a provision that allows the City to proceed with the project in the event that good faith PLA negotiations are not successful.* Without this provision, projects could be prevented from moving forward by a union that refuses to reach agreement on terms that are reasonably acceptable to the City. This provision would be consistent with collective bargaining law applicable to the City's negotiations with its own employee labor unions that allows the City Council, after having engaged in both good faith bargaining and impartial mediation to attempt to resolve any impasse, to proceed under its "last, best and final" offer to the Union.
5. *Make the hiring of inspectors and testers by the City exempt from the PLA requirements.* The City uses construction management consultants, including inspectors and testers, to provide construction oversight and inspection services during construction of City projects. These are third party services that are independent of the construction contractor and the contractor's employees and are the City's primary assurance in the delivery of a high-quality project. As such, the City currently selects construction management consultants based on California Government Code Chapter 10 Section 4526 that requires a qualification-based selection process, not a low bid-based selection that is used for selecting a contractor on construction projects. Construction management consultant staff typically consists of licensed professional engineers and technical staff that perform work not typically associated with the various trades (such as building, plumbing, roofing, pipefitting, welding, etc.). Use of construction management firms selected by demonstrated competence and on professional qualifications is important because it is in the best interest of the City to have the most qualified team performing independent quality assurance inspection and material testing on construction projects, especially for large, structural building projects. If inspectors and testers are not exempt from the ordinance than this may restrict the City's ability to select the most qualified team to perform construction management services, including inspection and materials testing services.
6. *Build in sunset date or revisit date.* The City may find that the use of PLAs creates a hindrance and added expense to projects that was not intended. Including a provision in the PLA policy to revisit the ordinance, or have it expire on a certain date if not renewed, provides the City with an opportunity to learn from past use of PLAs and adjust accordingly.
7. *Exclude public right-of-way projects.* Based on staff's preliminary investigation, PLAs were typically focused on vertical construction and not on public right-of-way projects such as roadway rehabilitation and sidewalk projects, due to the nature of the work. Public right-of-way projects typically have tight schedules, grant funding requirements and deadlines, and typically do not have the various work attributes that lend themselves to various area trades (such as building, plumbing, roofing, pipefitting, welding, etc.). Additionally, several of the local contractors that bid on City public right-of-way projects are non-union and PLA may exclude or discourage local contractors from bidding on City public right-of-way projects. This is particularly important at this time and in our specific region, given the rising costs and limited bidders the City has already experienced on recently bid public right-of-way projects. Therefore, staff is recommending that the PLA requirement exclude public right-of-way projects from the use of PLA.

8. *Exclude the use of PLAs for projects that have already received entitlements, time-sensitive permits, and/or have existing grant funding.* The use of PLAs on projects that have received entitlements, time-sensitive permitting, and/or grant funding could create significant project schedule delays and significantly increase project costs, that could potentially jeopardize grant funding and/or delivery of the entire project.
9. *Development of a PLA by project-by-project basis.* The City Council could decide to apply PLAs to projects on a *project-by-project* basis. This would allow the City Council to review the merits of applying a PLA to a project and provide greater flexibility in the application of PLAs to projects where a PLA is most advisable and would provide the greatest benefit to the City.

Next Steps

Should the City Council decide to provide direction to staff to pursue the adoption of a Project Labor Agreement requirement for City projects, the next step would be to hire outside legal representation to provide advice and recommendations to the Ordinance Committee on the development of a PLA ordinance or other policy. Staff from neighboring agencies recommend such support in order to benefit from professional experience in negotiating PLAs, working relationships with trade organizations, and an understanding of the intricacies of construction labor and public works projects. Staff estimates an initial contract dollar amount of \$15,000 would be needed for consultation and legal advice to the Ordinance Committee in the Development of a PLA ordinance or policy.

FISCAL IMPACTS:

The development of a well-thought-out ordinance or other policy would require an estimated \$15,000 in outside contract legal assistance as noted in the Next Steps section above. Staff would attempt to identify budget saving for this cost and would return to Council for additional appropriation only if needed. Though there would not be a direct staffing cost, staff resources would be required for the project work, which would impact work on other projects due to limited staff capacity.

In addition, should City Council adopt a PLA requirement, the development, negotiation and administration of the PLAs themselves will require outside consultants and other legal services and this will have a financial impact. The cost to perform this work is unknown at this time. Furthermore, PLAs in general have the potential to increase overall project costs, although studies differ as to the degree of the effect on project costs and there is no available direct evidence that they would increase costs for future Goleta projects.

ALTERNATIVES:

City Council could choose not to proceed with a PLA requirement at this time. Council could revisit consideration of the issue at a future time, when the current staffing reductions and economic uncertainty have been resolved.

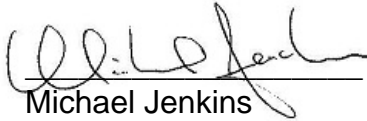
Reviewed By:

Legal Review By:

Approved By:



Kristine Schmidt
Assistant City Manager



Michael Jenkins
City Attorney



Michelle Greene
City Manager

ATTACHMENTS:

1. Typical Provisions of Project Labor Agreements
2. City of Los Angeles Project Labor Agreement 2015-2020
3. Staff Presentation

ATTACHMENT 1

Typical PLA Provisions

Typical Project Labor Agreement Provisions

The following are the types of provisions included in PLAs. Each of the following provisions include their potential considerations for Goleta's future projects.

1) Work Conditions - Uniform Work Conditions:

- a) PLAs commonly include provisions to establish uniform work conditions across each of the construction trades providing craft labor on the covered project. Conditions typically covered include work hours, holidays, meal periods, break periods, overtime and double-time pay, shifts, and shift differential pay. Some trades have Master Labor Agreements with unionized contractors that set forth standard work conditions between those employers. The Master Labor Agreement for each trade can include slightly different provisions related to work conditions, and a PLA can serve to standardize these conditions across all trades and simplify the management process.
- b) Many of the work conditions typically covered in PLAs are also addressed in the California Labor Code including shift lengths, meal and break periods, and overtime/double-time pay; however, in some cases PLAs can be more generous to employees and require greater employee benefits. In addition, the construction contract sets forth allowable work hours and holidays observed by the project owner. In the absence of a PLA, California Labor Code and the construction contract will establish the work conditions for the project in question.
- c) *Future Goleta Project Considerations*
 - i) Standard work conditions provisions in a PLA may have a significant impact on future Goleta projects, as many of the provisions typically included in PLAs can be more generous in terms of required employee benefits, which can increase project costs. Required benefits in PLAs are sometimes greater than those that are addressed in the California Labor Code and the construction contract documents. For example, if a PLA is adopted for the Train Depot project, which is predominantly grant funded, the required employee benefits of a PLA could potentially increase the costs of the project beyond the grant funds available, therefore the City would need to cover the difference in costs. This could have very significant impacts on Goleta's future projects and on the City's budget resources when also considering the number of Public Works projects that may be subject to a PLA should a PLA ordinance be adopted that doesn't exempt these projects.

2) Hiring Procedures

- a) Union Recognition: PLAs designate the trade unions and the local or regional building trades council as the exclusive source of craft and general laborers on covered projects and the exclusive bargaining representative for craft and general workers. In addition, employers must typically recognize the jurisdiction and scope of work specific to each trade as established in each Master Labor Agreement. Terms requiring compliance with existing Master Labor Agreements are typically incorporated into the PLA.
- b) Referral Systems: PLAs require that established union referral systems be used exclusively to obtain craft labor on covered projects. If a union referral system is

unable to refer workers within a defined period (typically 48 hours), contractors are often allowed to hire employees from other sources. PLAs do not discriminate between union and non-union workers and referrals cannot be based on a preference for union members over non-union members; however, non-union workers must register with the union hiring hall to become eligible for assignment to a covered project.

- c) Core Employees: PLAs typically limit the number of employees that non-union contractors can bring to a project without utilizing the union hiring hall system. These employees are termed "core" employees, and typically include key positions such as foremen. Most agreements exclude key management employees above the general foreman level from the requirements of the agreement. Employees must meet specific requirements to be considered a core employee including being recently active on the contractor's payroll (i.e., for 60 of the 100 working days immediately prior to the award of the contract), possessing licenses required for the performance of the project work, and having the ability to safely perform the duties and functions of the trade for which they are providing craft labor. Non-union contractors can hire core employees on a one-to-one ratio with employees referred by the union hiring hall up to a maximum number of core employees (typical limitations of 5 core employees appear common but would be a term subject to negotiation). For example, the contractor can hire a member of its core workforce first, followed by an employee referred from the union hiring hall second, then another member of its core workforce. This process continues until the maximum number of core employees specified in the PLA is reached. Core employee provisions do not apply to union signatory contractors.
- d) Union and Non-Union Contractor Comparison: For union contractors and on PLA-covered projects, Master Labor Agreements clearly define the scope of work that can be performed by each individual trade, and workers are not allowed to work outside of their classification/jurisdiction. Non-union contractors on projects not covered by a PLA can allow their employees to perform a wider range of tasks. For example, a non-union employee can perform functions of multiple trades (e.g., laborer, operating engineer, cement mason), provided they are paid the appropriate prevailing wage rate for each classification while performing the work.
- e) Hiring procedures included in PLAs limit the ability of non-union contractors to utilize their core workforce on covered projects. PLAs establish the maximum number of core employees that a non-union contractor can employ on a project and require non-union contractors to use union referral systems exclusively for obtaining craft labor. While non-union workers can register with the union and become eligible to work on the project, they are subject to the hiring hall rules of each specific trade. Union hiring halls maintain out-of-work lists, and applicants are typically referred to projects based on the order in which they registered with the hiring hall (i.e., first come, first served). It is important to note that the hiring procedures and hiring hall rules are specific to each local union.
- f) Hiring procedures in PLAs do not significantly impact union signatory contractors. Signatory contractors routinely use union referral systems to obtain craft labor and can request specific employees by name, rather than requesting workers from the out-of-work list for each trade. In addition, core employee provisions do not apply

to union contractors and union contractors are able to utilize their core workforce without limitation. Exceptions can include specific requirements in Master Labor Agreements that restrict or limit participation of "traveling" union members from their home union to the local union at the project location.

g) *Future Goleta Project Considerations*

i) The impact of PLA hiring procedure provisions on future Goleta projects depends largely on whether the prequalified contractors eligible to bid on the Project are signatory to the individual unions. Non-union contractors will be impacted by limits placed on their ability to utilize their core workforce. Union contractors will not be significantly impacted by the hiring procedure provisions as the procedures reflect their standard work practices, except for travel restrictions imposed by local unions on union members working outside the jurisdiction of their home union.

h) Specialty Subcontractors: The PLA hiring procedures likely will impact smaller, specialty subcontractors more than the general contractor and major subcontractors. Specialty subcontractors (e.g., roofers, glaziers, tile installers, sheet metal workers, etc.) generally have a smaller role relative to the overall scope of large Projects as discussed in this report, provide fewer employees and less craft hours, and are more likely to be local contractors and minority owned businesses/DBEs. Given this likelihood, it should be noted that PLAs can have a potential negative impact to local subcontractors/minority businesses and the local community as a whole. Non-union specialty contractors with a small workforce generally rely more heavily on their core employees, and limitations on their ability to fully utilize their core workforce could disproportionately affect their ability to effectively perform their subcontracted scope of work, as compared to larger contractors. In addition, small non-union contractors may not fully understand the PLA requirements when submitting subcontract bids and may refuse to sign the required letter of assent before beginning work on a PLA-covered project. This can result in cost and schedule impacts associated with subcontractor substitutions.

i) Careful consideration should be given to the impacts of a PLA on smaller specialty contractors if the City decides to move forward with an agreement for future Goleta projects. Negotiations with the building trades should include a discussion of potential exemptions from the typical PLA hiring provisions and core worker restrictions for small and specialty subcontractors performing limited scope on these projects. Additionally, consideration should be given to mandatory pre-bid meetings to ensure that all potential bidders and subs are aware of the PLA requirements, understand their obligations and restrictions under a PLA and have an opportunity to have pre-bid questions addressed to facilitate fully informed bids.

i) Construction Inspection: Construction inspectors, materials testers, and other personnel performing quality assurance and quality control functions may also be impacted by the hiring procedures set forth in a PLA. Construction inspectors are typically employed by a third-party construction manager through a professional services agreement with the project owner. Materials testers and specialty inspectors (e.g., soils technicians, certified welding inspectors, reinforced concrete inspectors, etc.) are typically employed as subconsultants to the construction

manager. While professional services are exempt from PLAs, construction inspectors, materials testers, and personnel performing quality control and quality assurance generally are covered crafts under a PLA and are subject to the typical hiring procedure provisions discussed in the preceding paragraphs.

3) Wages and Benefits

- a) Wages: Wages for craft workers on public works projects are paid in accordance with applicable state and federal prevailing wage rates. PLAs do not supersede applicable prevailing wage rates and wages paid to craft workers are the same for PLA and non-PLA projects.
- b) Benefits: The California Department of Industrial Relations (DIR) establishes basic hourly rates and fringe benefit amounts that must be provided to the employee by the employer. Fringe benefits include health and welfare, pension, vacation/holiday, training, and "other" benefits. "Other" benefits include contributions to management relations boards, industry advancement funds, and other miscellaneous initiatives specific to each trade. Non-union contractors must provide benefits of equivalent value as the fringe benefit amounts established by the DIR or pay fringe benefits directly to their employees in cash. Training benefits must be paid directly to a State-approved apprenticeship program and are not paid directly to the employee as cash.
 - i) Union contractors provide fringe benefit payments on behalf of their employees directly to union trusts, who in turn provide benefits to their members. As with non-union contractors, training benefits must be paid directly to a State-approved apprenticeship program and are not paid directly to the union trust fund.
- c) Union and Non-Union Contractor Comparison: On PLA-covered projects, all contractors, regardless of union affiliation, must pay fringe benefit contributions directly to the union trust fund for each employee for the duration of the project. Union contractors are not affected by this requirement as it reflects their normal business practice and is in alignment with the Master Labor Agreements between the construction trades and union employers.
 - i) The extent to which payment of fringe benefits to union trusts affects non-union contractors depends largely on the benefits employers offer to their employees. If non-union contractors provide retirement benefits such as 401k plans or health insurance, these benefits would no longer be provided through the employer and would be provided through the union trust. For non-union contractors that pay fringe benefit contributions directly to employees as cash, the contractors would simply begin making these payments to the union trust on the employees' behalf.
 - ii) Information published by the United States Department of Labor Bureau of Labor Statistics indicates that union workers have greater participation rates in medical benefit plans than non-union workers, 79% versus 46%, respectively. In addition, union workers have greater participation rates in retirement plans than non-union workers, 82% versus 47%, respectively (United States Department of Labor Bureau of Labor Statistics, 2017).
- d) *Future Goleta Project Considerations*

- i) Union members must work a minimum number of hours each year to become vested in union pension programs. Non-union workers for whom fringe benefits are paid to the union trust by their employer during a future Goleta project might not work sufficient hours to become vested and may not ultimately realize any benefit from the trust fund contributions made on their behalf. This issue may be more pronounced for non-union specialty subcontractor employees performing limited scope on future Goleta projects (e.g., roofers, glaziers, tile installers, etc.). These employees may not work sufficient hours to become vested in union trust funds because they will be performing a discrete scope of work that will be completed in a short period of time on a future Goleta project.
 - ii) For non-union workers performing limited scope on a future Goleta project for a limited period, employers may elect to continue providing their standard retirement and health benefits while also providing fringe benefit payments directly to the union trust. Provision of benefit payments to both the union trust and directly to the employee can result in increased costs to the employer.
 - iii) If the City decides to consider a PLA for future Goleta projects, negotiations with the building trade unions should include a discussion of potential exemptions from the required union trust fund benefit payments for small contractors performing limited scope on these projects.
- 4) Management Rights
 - a) PLAs include provisions detailing the rights maintained by management under the agreement. PLAs typically give management exclusive rights to plan and direct the work; hire, layoff, and promote employees; determine the number of employees required to prosecute the work; determine means and methods of construction; select craft foremen; and assign and schedule the work. The intent of these provisions is to preserve the ability of management to perform key duties that are critical to the successful performance of work under the covered project.
 - b) *Future Goleta Project Considerations*
 - i) Management rights provisions are not anticipated to impact the future Goleta projects. These provisions are simply intended to clearly express to signatories that contractors retain the right to manage the labor force on a covered project.
- 5) Work Stoppages
 - a) PLAs include provisions expressly prohibiting strikes, picketing, work stoppages, slowdowns, and lockouts to ensure the continued performance of work and to prevent schedule delays on covered projects, with limited exceptions. When employers and employees are unable to agree on the terms and conditions of employment, employees may implement work stoppages such as strikes, or slowdowns and employers can implement lockouts. Work stoppages are used to compel either the employer or the employees to agree to the terms and conditions of employment in dispute. Some PLAs allow unions to withhold craft labor in the event a contractor is delinquent in payment of its weekly payroll or payments to the union trust.
 - b) Work stoppages can significantly impact a construction project as they interrupt the availability of craft labor and delay performance of the work. Union employees are prevented from striking on the basis of economic conditions when bound by an active collective bargaining agreement and can only strike after a good faith effort

has been made at collective bargaining. Union employees are not constrained in their ability to strike on the basis of unfair labor practices when certain conditions are met. It is beyond the scope of this report to detail the circumstances and laws surrounding employers' and employees' ability to implement work stoppages.

c) *Future Goleta Project Considerations*

- i) The construction trades in California have a long history of successful collective bargaining with the construction industry. A review of work stoppage data compiled by the United States Department of Labor Bureau of Labor Statistics did not identify any work stoppages by the construction trades in California involving 1,000 or more workers over the last ten years (United States Department of Labor Bureau of Labor Statistics, 2018). Work stoppages resulting from a lapse in the collective bargaining agreements between the construction trades and the construction industry do not present a significant risk to the future Goleta projects.
- ii) Some public works projects constructed by other Cities in the Tri County Region have been picketed by the construction trades, and in isolated incidents, workers have refused to cross picket lines. In the event of a picket at a future Goleta project, union workers might refuse to cross picket lines, impacting performance of the work. A PLA would expressly prohibit strikes, picketing, and work stoppages and would mitigate this concern. It is recommended that additional analysis be performed to better understand the membership rules of each trade regarding the ability of union members to cross picket lines. This analysis would help quantify the risk of a work slowdown resulting from a picket if a PLA is not in place for a future Goleta project.

6) Dispute Resolution

- a) Dispute resolution provisions are included in PLAs to establish a uniform and timely process to resolve project issues without slowing down or stopping the work. Disputes regarding the jurisdiction of individual trades are settled in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan). The Plan is a broadly recognized dispute resolution procedure established by the AFL-CIO and construction employer associations that has been in place since 1984. When a jurisdictional dispute between trades arises on a project covered by a PLA (e.g., laborer versus pipefitter scope for the installation of underground pipelines), the issue is referred to the Plan for settlement. PLAs include provisions that prohibit work slowdowns and stoppages while jurisdictional disputes are being resolved.
- b) PLAs also include provisions related to resolution of grievances and disputes not specifically related to jurisdictional issues. PLAs establish a defined, stepwise process for dispute resolution that encourages resolution of project issues on the lowest possible level. The dispute resolution process typically culminates with arbitration if not settled at a lower level, typically before an arbitrator selected from an agreed upon list of arbitrators to facilitate timely resolution. As with jurisdictional disputes, parties to a PLA cannot stop or slow down the work because of a grievance or dispute.
- c) *Future Goleta Project Considerations*

- i) It is difficult to evaluate the impacts of PLA dispute resolution provisions on future Goleta projects. Disputes on construction projects are typically resolved informally by the general contractor and subcontractor management teams or through the formal dispute resolution and claims process detailed in the contract documents on non-PLA projects.
 - ii) Jurisdictional issues are more likely to arise between union contractors or on PLA-covered projects where workers are not allowed to work outside of their classification, but where the scope of work for multiple trades overlaps. For example, the scope of work for both laborers and pipefitters includes installation of piping in water and wastewater treatment facilities. This overlap in scope may result in a jurisdictional dispute depending on the amount of work in question and the willingness of the trades to pursue resolution through the Plan.
- 7) Targeted Worker Participation
 - a) Many PLAs include provisions to increase participation in covered projects by targeted categories workers. Targeted categories typically include residents, apprentices, at-risk persons (e.g., economically disadvantaged individuals as defined in the agreement or those with prior low-level criminal records that can create barriers to employment), veterans, and disadvantaged business enterprises. PLAs establish goals for the percentage of total craft hours on the covered project to be performed by the targeted workers. Construction contractors can be required to retain the services of a jobs coordinator, who works with the contractor, unions, local workforce development agencies, and apprenticeship programs to help the contractor meet the participation goals for each demographic set forth in the agreement.
 - b) *Future Goleta Project Considerations*
 - i) Targeted worker category provisions can be effective in increasing participation in the future Goleta projects by the targeted demographics and developing the local workforce. The success of targeted worker participation provisions depends on commitment to the process by all parties to the PLA through ongoing and active management.
- 8) Schedule
 - a) PLAs are typically negotiated between the project owner and the local or regional building trades council, who represents a group of different craft unions. Some crafts anticipated to perform work on a covered project might not be represented by the building trades council, and the PLA would need to be negotiated with each of these crafts individually. The amount of time required to negotiate a PLA varies widely and depends on the content of the agreement initially presented by the building trades as a starting point to the negotiations. Once the City has reviewed a draft agreement, it can identify the provisions that warrant additional discussion and negotiations can begin.
 - b) The length of time required to negotiate a PLA for a future Goleta project could range from two months to one year or more. If the City is willing to accept the standard PLA agreement presented by the building trades council and detailed negotiations are not required, it could take approximately two months to work through the City Council approval process and circulate the final agreement for execution. If provisions of the standard agreement warrant additional negotiations

and the City is required to negotiate with multiple trades not represented by the Building Trades Council, the process could take up to one year or more.

- c) If the City elects to move forward with a PLA, the agreement must be in place prior to issuing the bid advertisement for a future Goleta project. The PLA must be included in the contract documents to inform prospective bidders and subcontractors of their responsibility to comply with the terms and conditions of the agreement. Implementing a PLA after contract award and start of construction would be difficult and likely disrupt any future Goleta project.
- d) The present construction climate throughout California has been volatile and the City of Goleta has seen a significant rise in bids received on recent projects. Additional delays may result in escalation of construction costs and the need to retain supporting professional services for a future Goleta project.

9) Cost

- a) Impacts of a PLA on construction bids are difficult to quantify and are beyond the scope of this report to assess comprehensively. Proponents of PLAs assert that these agreements save money by making overall labor reliability and project cost management more predictable, while opponents argue that PLAs increase project costs due to labor agreement compliance administration and union/fringe benefits contributions requirements. Information regarding the arguments on both sides of this issue is readily available through previously published articles and research. The anecdotal feedback staff received from public entity colleagues who have completed projects subject to PLAs is that the bids received on their PLA projects did not seem significantly out of scale in comparison to non-PLA projects of a similar size; however, the consistent feedback was that it is not possible to know what the specific cost impacts on a project might have been absent a parallel bid process, with one including the PLA requirement and the other not. This section will focus on the costs that are more readily quantifiable including costs to support contract negotiations, costs to incorporate the PLA into the construction documents, and costs to administer the PLA through construction.

10) PLA Negotiation

- a) Negotiation of the PLA will require participation from the City's Public Works Department, Neighborhood Services and Public Safety Department, City Attorney's office, outside legal counsel, and the specific project management team that would be in place for a future Goleta project. Costs to support PLA negotiations will depend on the extent and duration of the negotiations and can vary widely.
- b) Contract Document Development: The construction contract documents will need to reflect the requirements of the PLA so prospective bidders and subcontractors will be aware of their responsibilities regarding the agreement. Language is typically included in the bid advertisement, bid form, agreement, and the front-end documents to detail PLA requirements. In addition, the complete PLA is included in the contract documents as part of the front-end documents or as an appendix. It is recommended that a specification be developed to detail the targeted worker participation requirements, as the procedures for meeting participation goals and reporting requirements are typically not explained in detail in the PLA. The targeted worker specification will increase the likelihood of meeting the participation goals

set forth, increase transparency in the process, and facilitate accountability of all parties to the agreement.

- c) Modification of the construction contract documents to reflect the PLA will require participation from the City's Public Works Department, the City Attorney's office, outside legal counsel, the design engineer, and the specific project management team that would be in place for a future Goleta project.
- d) PLA Administration: PLAs require that the project owner designate a Project Labor Coordinator to act as the owner's agent and to facilitate implementation and compliance with the PLA. The Project Labor Coordinator can be a member of the owner's staff, but an outside consultant with specific experience administering PLAs is typically used. In many cases, the Project Labor Coordinator can also function as the labor compliance program administrator, which can be required on future Goleta projects to satisfy the requirements of outside funding sources. It is assumed the City will hire an outside consultant to serve as the Project Labor Coordinator if a PLA is negotiated for any future Goleta projects
- e) PLAs include provisions for the establishment of a Joint Administrative Committee (JAC, Committee) comprised of representatives from the owner and representatives from the building trades. The JAC meets regularly to discuss issues associated with the PLA including project issues, safety concerns, contractor relations, and disputes. The frequency of the JAC meetings is left to the discretion of the Committee, but meetings are typically held on a quarterly basis. It is anticipated that the City's representatives on the JAC will include City Public Works Department staff and representatives from the project management team of a future Goleta project.
- f) The City can require the construction contractor to retain the services of a Jobs Coordinator to assist the contractor in meeting its obligations for targeted worker participation. The Jobs Coordinator coordinates with the construction trades, apprenticeship programs, and local workforce development agencies to identify potential workers that meet the criteria necessary to qualify as a targeted worker for employment on the covered project. The Jobs Coordinator assists the contractor in the preparation of reports including targeted worker hiring status reports and manpower utilization plans. It is anticipated that the contractor will retain the services of an outside consultant to serve as its Jobs Coordinator.

ATTACHMENT 2

City of Los Angeles Project Labor Agreement 2015-2020

CITY OF LOS ANGELES

Department of Public Works



Project Labor Agreement

2015-2020



WITH

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

Affiliated with the Building & Construction Trades Department (AFL/CIO)

Craft International Unions and any other craft labor Unions signatory to this Agreement

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

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Attachment "A" - Letter of Assent

Attachment "B" - Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy

Attachment "C" - Craft Request Form

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Attachment "E" - Public Infrastructure Project Series (PIPS) List

**PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES**

DEPARTMENT OF PUBLIC WORKS

INTRODUCTION AND FINDINGS

The purpose of this Project Labor Agreement ("Agreement") is to promote efficiency of construction operations during the construction of various projects within the Public Works' Capital Improvement Program (CIP) and 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 these Projects.

WHEREAS, the Department of Public Works (DPW) is responsible for construction, renovation, maintenance and operation of City of Los Angeles (City) facilities and infrastructure, including capital improvement projects for major public facilities and systems throughout the City; and

WHEREAS, the safe, timely and successful completion of these projects with a trained workforce is of utmost importance to the DPW and the general public in the City; and

WHEREAS, the work to be done will require maximum cooperation from the many Parties who will be involved; and

WHEREAS, it is recognized that projects of a certain magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time create the potential for work disruption without there being an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City, 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

DPW-PLA

stoppages, picketing, lockout, slowdowns or other interferences with work; 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 Unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which are signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, the Contractor/Subcontractor/Employer(s) (C/S/E) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on these Projects by the C/S/Es, and further, to encourage close cooperation among the C/S/Es, 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 C/S/Es 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 C/S/Es 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 C/S/Es, in effect and covering the area of these Projects; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of

the City to maximize business opportunities for minority, women and other business enterprises in City contracts; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the City to directly combat poverty and stimulate economic reinvestment; and

WHEREAS, the DPW has adopted a departmental Agreement which will provide construction employment and training opportunities in ways calculated to mitigate the harms caused by poverty, unemployment and underemployment; and

WHEREAS, this Agreement reflects a commitment by all parties to the diversity in the workforce hiring that reflect levels of minority, women and other worker utilization at levels which are representative of the relevant workforce of these groups in the Greater Los Angeles Area as determined by the U.S. Census Bureau; and

WHEREAS, the contracts for the construction of Projects will be awarded in accordance with the applicable provisions of the DPW's Administrative Policies and Procedures; and

WHEREAS, the Parties signatory to this Agreement pledge to work towards a mutually satisfactory completion of Projects;

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

ARTICLE I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement and its applicability to all Projects.

1.2 "Apprentice" means any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS) or in the

case of Projects with federal funding, indentured in a bona fide Labor/Management construction apprenticeship program, approved by the US Department of Labor (DOL) and California DAS.

1.3 "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, approved by the US DOL and California DAS.

1.4 "Awarding Authority" means any board or commission of the City, or any employee or officer of the City, that is authorized to award or enter into any contract on behalf of the City.

1.5 "Board" means the City of Los Angeles Board of Public Works.

1.6 "Bureau of Contract Administration" (BCA) means the designated bureau within the City's DPW responsible for administering this Agreement.

1.7 "City" means the City of Los Angeles, a municipal corporation, and all City awarding authorities.

1.8 "Committee" means Joint Administrative Committee as described in Article XII of this Agreement.

1.9 "Construction contract" means a City contract which has been certified by the City Controller, awarded by the Board, and is necessary to complete the DPW Project.

1.10 "Contractor/Subcontractor/Employer(s)" (C/S/E) means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the DPW or any of its contractors or subcontractors/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

Board and which incorporate this Agreement.

1.11 “Core Worker” means a verifiable member of a C/S/E’s core workforce for the purpose of this Agreement if the worker’s name appears on the C/S/E’s active payroll for 60 of 100 working days immediately prior to the award of the construction contract and meets all standards required by applicable local, state or federal law or regulation.

1.12 “Covered Project(s)” or “Project” means a project or projects which have been included within the Five Year Public Infrastructure Program Series List (“PIPS”) and covered by this Agreement or so designated by the Board of Public Works. The Board may identify additional projects that are appropriate for coverage by the Agreement for inclusion under the PIPS and include such projects by Board Resolution. The Board shall request an annual review of the DPW Capital Improvement Program to identify any new projects appropriate for inclusion within the PIPS.

1.13 “Employment Hiring Plan” (EHP) means a C/S/E’s detailed hiring plan as described in BCA’s Targeted Hiring Guidelines for Contractors and the Policy.

1.14 “Engineer” means the City Engineer or his/her authorized representative.

1.15 “FHWA Project” means a DPW Project that is funded in whole or in part by the Federal Highway Administration (FHWA).

1.16 “Jobs Coordinator” means the Prime Contractor’s designated person, agent or agency that will facilitate the local hire referral process with the C/S/E, Unions and other referral organization, such as those listed in BCA’s Targeted Hiring Guidelines for Contractors. The Jobs Coordinator must be able to demonstrate or document to the BCA that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.

1.17 "LA/OCBTC" (Trades Council) means the Los Angeles/Orange Counties Building and Construction Trades Council.

1.18 "Letter of Assent" means the document that each C/S/E (of any tier) must sign and submit to the City's Inspector of Public Works, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement and Policy.

1.19 "Local Resident" means an individual whose primary residence is within Tier 1 or 2 zip code areas.

1.20 "Long-Term Unemployment" as defined by the Bureau of Labor Statistics means being jobless for 27 weeks or more, or as defined.

1.21 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as referenced in Article XIV of this Agreement.

1.22 "Policy" means the DPW Public Works Infrastructure Stabilization Policy.

1.23 "Public Infrastructure Program Series List (Five Year)" (PIPS) means all projects contained in the adopted PIPS (Attachment "E") that will operate under the DPW-PLA.

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

1.25 "Targeted Hiring Guidelines for Contractors" means the document provided by the BCA to assist C/S/E's in implementing the targeted hiring procedures.

1.26 "Tier 1" means zip codes within the City, identified in Article 7.4 of this Agreement, having at least 2 census tracts (or portion thereof) in which the median household income is less than 50% of the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 200% of the County of Los Angeles' unemployment rate as

reported by the most recent available U.S Census Bureau data.

1.27 "Tier 2" means zip codes within the City, identified in Article 7.5 of this Agreement, having at least 2 census tracts (or portion thereof) in which the median household income is less than the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 100% of the County of Los Angeles' unemployment rate as reported by the most recent U.S. Census Bureau data.

1.28 "Transitional Worker" means an individual whose primary place of residence is within the City of Los Angeles and who prior to commencing work on a Project has been certified as satisfying at least one of the following criteria: (1) having Veteran status; having a documented history of involvement with the criminal justice system; or being homeless. If the Jobs Coordinator or Employer is not able to identify anyone using criteria (1), criteria (2) may be used. Criteria (2) is an individual facing two of the following barriers to employment: having a household income less than 50% of the Los Angeles County's median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long-term unemployment, being emancipated from the foster care system, or being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.3 above.

1.29 "Union(s)" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions or any other craft labor organization 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.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all C/S/Es performing construction on a DPW Project, the Board, and the Unions (signatory Unions or otherwise).

2.2 Project Description: The Agreement shall apply to all PIPS construction contracts awarded by the Board. The Board has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. Should the Board remove any contract from the Project and thereafter authorize that construction work be commenced on the contract, the contract may, at the discretion of the Board, be performed under the terms of the Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (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. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Prime Contractor, Employer, nor the Subcontractor (of any tier) or owner-operator will be obligated to sign any other local, area, or national agreement, except as may be provided in section 8.2, below. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (Schedule A Agreements) except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the

UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Grievance and Arbitration Procedure) and Article XIV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement except for those disputes exempted from the grievance procedure pursuant to Article 13.1. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A Agreement for determining the wages, hours or working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

2.4 Exclusions:

2.4.1 The Agreement shall be limited to construction work on a Project which is approved by the Board, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other City projects.

2.4.2 The Agreement is not intended to, and shall not, affect or govern the award of contracts by the Board, which are outside the approved scope of the Project.

2.4.3 The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related or not to Projects.

2.4.4 The Agreement shall not apply to a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by Schedule A collective

bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.

2.4.5 Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall not cover quality assurance work performed by or on behalf of the City. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Notwithstanding the provisions of this sub-section, the DPW may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The DPW must provide prior notice to the Trades Council that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under this Agreement are available.

2.4.6 This Agreement shall not apply to material suppliers or delivery by any means of material, supplies, or equipment required to any point of delivery.

2.4.7 This Agreement shall not apply to City employees.

2.4.8 This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project, provided such entities do not perform craft employee construction work on the Project with their own employees or to customer service work performed post completion by an entity other than the C/S/E that performed the original construction work.

2.4.9 This Agreement shall not apply to DPW construction contracts or Projects, if the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.

2.4.10 FHWA Projects: All provisions of this Agreement shall apply to the project, in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

2.4.11 Out-of-State Workers: Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth by the Agreement.

2.4.12 Notwithstanding the foregoing, demolition and asbestos abatement shall constitute work covered by the Project Labor Agreement when such work is part of a Covered Project.

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

ARTICLE III

EFFECT OF AGREEMENT

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

3.2 By accepting the award of a construction contract for a Project, the C/S/E agrees to be bound by each and every provision of the Agreement.

3.3 At the time that any C/S/E enters into a subcontract with any subcontractor of any

tier providing for the performance on the construction contract, the C/S/E shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract 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. See Attachment "A" for a sample Letter of Assent.

3.3.1 Approval of any C/S/E to perform work on the Project will be contingent upon the submittal of its Letter of Assent and its Employment Hiring Plan.

3.4 This Agreement shall only be binding on the signatory C/S/Es hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any construction contract prior to the execution of this Agreement.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, Board and C/S/Es agree:

4.1.1 During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the City because of a dispute on this Project.

4.1.2 As to employees employed on the Project, there shall be no lockout of any kind by any C/S/E(s) covered by the Agreement. The C/S/E(s) may lay off employees for lack of work or delay of work on the Project.

4.1.3 The Unions agree that they shall not sanction in any way any picket line or other

impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

4.1.4 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 or C/S/E's business site that will economically and/or materially affect the completion of the Project. Any such costs that economically and/or materially harm the City shall be borne by the affected Union and made payable to the City.

4.1.5 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 who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members services for the C/S/E's failure to make timely payments to the Union's 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 Schedule A Agreement, 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 facsimile transmission to the involved contractor, the prime contractor, and the BCA. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent C/S/E 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 C/S/E shall return all such members back to work.

4.2 Expiration of Local Agreements: If the Schedule A Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 4.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the C/S/E affected:

4.2.1 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 contract 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. The terms of the Union's interim agreement offered to C/S/Es 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 Los Angeles County.

4.2.2 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, if the C/S/E affected by that expiring contract agrees to the following retroactive provisions: if a new Schedule A Agreement, 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 C/S/E shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new 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 labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected C/S/Es shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Board, nor the Board's designee, nor any other C/S/E has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such C/S/E.

4.2.3 Some C/S/Es may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 4.2.1 above and other C/S/Es may elect to continue to work on the Project under the retroactivity option offered under paragraph 4.2.2 above. To decide between the two options, C/S/Es will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the C/S/Es in writing its specific offer of terms of the interim agreement pursuant to paragraph 4.2.1 above, whichever is the later date. If the C/S/E fails to timely select one of the above options, the C/S/E will be deemed to have selected paragraph 4.2.2, above.

4.3 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or

in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

4.3.1 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Paul Greenberg
5. Lou Zigman

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. John Kagel
2. Fred Horowitz
3. Wayne Estes

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall

not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

4.3.2 Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.3.3 The Arbitrator shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Trades Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

4.3.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision

shall be served on all Parties by hand or registered mail upon issuance.

4.3.5 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.2.4 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 decision shall be served on all Parties by hand or delivered by registered mail.

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

4.4 The procedures contained in Section 4.3 shall be applicable to alleged violations of Article IV to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article IV shall be resolved under the applicable grievance adjudication procedures for these other Articles.

ARTICLE V

NO DISCRIMINATION

5.1 The C/S/Es and Unions agree not to engage in any form of discrimination, including in the hiring and dispatching of workers, on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, domestic partner

status, medical condition, political affiliation, membership in a labor organization, being a party to a collective bargaining agreement, color or disability.

ARTICLE VI

UNION SECURITY

6.1 The C/S/Es recognize the Unions as comprising the respective sole bargaining representatives for all craft employees working within the scope of this Agreement.

6.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues.

ARTICLE VII

REFERRAL

7.1 The Union(s) shall be the primary source of all craft labor employed on the Project(s) and will exert their best efforts to recruit and identify individuals, particularly residents of the City residing in the Tier 1 or 2 zip code areas, as well as those referred by the Jobs Coordinator, for entrance into joining labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs.

In the event that the C/S/E has his or her own Core Worker(s), and wishes to employ such workers to perform covered work, the C/S/E shall employ such workers in accord with the provisions of this Article VII. The following process shall govern the employment of workers at

the Project:

7.1.1 A worker shall be considered a member of a C/S/E's core workforce for the purposes of this Article if the worker's name appears on the C/S/E's active payroll for 60 of the 100 working days immediately before award of the construction contract and meets the required definition of 1.11 above. The C/S/E 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 the City. Prior to each C/S/E, which utilizes any core employees, performing any work on the Project, each such C/S/E shall provide a list of its core employees to the BCA and the Trades Council. Failure to do so will prohibit the C/S/E from using any core employees. The number of Core Workers on this Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such C/S/E's requirements are met or until such C/S/E has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall first be requisitioned from the hiring hall in accordance with other provisions in Article VII.

7.1.2 In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of 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 under this Agreement. This provision applies only to C/S/Es which are not independently signatory to a current Schedule A Agreement for the craft workers under their employ and is not intended to limit the transfer provisions of the Schedule A Agreements of any Union.

7.2 C/S/Es shall be bound by and utilize the registration facilities and referral systems

established or authorized by the signatory Unions for all job site craft employee(s) before such employee(s) begin work, when such procedures are not in violation of Federal or State law or in conflict with provisions set forth in this Agreement.

7.3 In the event that the referral facilities maintained by the Unions are unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers within a forty-eight (48) hour period after such requisition is made by the C/S/E (Saturdays, Sundays and holidays excepted), the C/S/E shall be free to obtain Local Residents and/or Transitional Workers from any source. However, for all other requisitions by a C/S/E for non-Local Residents or non-Transitional Workers, only after a forty-eight (48) hour period (Saturdays, Sundays and holidays excepted) after such requisition is made by the C/S/E shall the C/S/E be free to obtain work persons from any source if the Unions are unable to fill the requisition. However, the C/S/E is still responsible for complying with conditions and requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

7.3.1 (a) The C/S/E's must document, from the applicable Tiers, all efforts made to comply with the targeted hiring process to locate and hire Local Residents and/or Transitional Workers. The C/S/E may employ Local Residents and/or Transitional Workers referred by the Jobs Coordinator. However, in the event the Jobs Coordinator is unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers, the C/S/E may utilize any organization, such as those listed in the Targeted Hiring Guidelines for Contractors, to assist them in satisfying the requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

(b) The C/S/E shall inform the Unions, Job Coordinator and the BCA of the name, address, worker craft classification and social security number of any worker hired from

other sources upon their employment on the Project(s).

(c) No Local Resident and/or Transitional Worker, having been pre-screened and/or pre-qualified by the Jobs Coordinator, and employed by the C/S/E 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 Local Resident and/or Transitional Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

(d) Any work person hired under this Section 7.3, as well as all other workers hired under this Article VII, shall be obligated to register with the appropriate Union hiring hall within five (5) working days prior to their first day of employment on the Project and comply with the Union Security provisions of this Agreement.

7.4 The Unions will exert their best efforts to refer/recruit sufficient numbers of skilled craft Local Residents and Transitional Workers to fulfill the requirements of the C/S/E(s). In recognition of the fact that the communities within the boundaries of the City will be impacted by the construction of the Project, the Parties agree to support the development and graduation of Transitional construction apprentices and workers from residents within Tiers 1 or 2 zip code areas. Towards that end, the Unions agree to encourage and provide referrals and utilization of qualified workers residing preferably within the Tier 1 zip code areas identified in the following:

Tier 1 Zip Codes

90001	90012	90023	90043	90089	91411
90002	90013	90024	90044	90731	91605
90003	90014	90026	90047	90744	91606
90004	90015	90027	90057	91331	
90005	90016	90028	90058	91342	
90006	90017	90029	90059	91343	
90007	90018	90031	90061	91401	
90008	90019	90033	90062	91402	
90010	90020	90037	90063	91405	
90011	90021	90038	90065	91406	

7.5 Wherein the Unions cannot provide the C/S/Es, having documented their efforts in the attainment of Local Residents and/or Transitional Workers within the Tier 1 zip code areas as listed in Article 7.4 above, the Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers within Tier 2 zip code areas identified in the following and Transitional Workers in the remaining zip code areas of the City:

Tier 2 Zip Codes

90025	90048	90305	91042	91340	91601
90032	90064	90405	91302	91344	91602
90034	90066	90501	91303	91345	91604
90035	90068	90502	91304	91352	91607
90036	90230	90710	91306	91356	
90039	90232	90717	91311	91364	
90041	90247	90745	91316	91367	
90042	90248	90810	91324	91403	
90045	90265	90813	91325	91423	
90046	90272	91040	91335	91505	

The Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers of the City and assist individuals in qualifying and becoming eligible for

such apprenticeship programs.

7.6 The Prime Contractor is responsible for ensuring compliance with the targeted hiring process for the Project(s) to achieve the following anticipated levels of participation:

7.6.1 The following percentages shall be the targeted hiring for the Project:

(a) At least 30% of total work hours shall be performed by Local Residents residing within Tier 1 described in Article 7.4. If the 30% local hire is not attained utilizing the Tier 1, the outreach shall expand to the Tier 2 as described in Article 7.5 of this Agreement.

(b) At least 10% of total work hours shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 respectively and the remaining zip code areas within the City of Los Angeles. These hours shall be applied towards the 30% Local Resident targeted hiring.

(c) Apprentices must be employed on each project in accordance with the requirements mandated by Section 1777.5 of the California Labor Code. The Parties agree that City residents in the Tier 1 or 2 zip code areas **will** perform 50% of all apprenticeship hours worked on the Project.

An apprentice who begins his/her period of apprenticeship as a City resident in the Tier 1 or 2 zip code areas will retain that status for the entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions submit to BCA the necessary identifying information to enable the tracking of such apprentices, if requested by BCA.

(d) The C/S/Es shall document their compliance efforts through the utilization of the Craft Request Form, hiring hall procedures, the resources of organizations listed in BCA's Targeted Hiring Guidelines for Contractors, Jobs Coordinator or any other organization/agency that can assist the C/S/E in meeting this requirement. The provisions to address the non-attainment of the targeted hiring participation and/or apprenticeship hiring participation levels on a Project are addressed in the Policy.

7.6.2 The employer retains authority in making individual hiring decisions.

7.6.3 Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth above.

7.6.4 The above referenced targeted hiring shall apply to FHWA projects in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

7.7 The Transitional Workers may be referred to the Unions from the Jobs Coordinator or Employer. The Jobs Coordinator or Employer shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify the Transitional Worker, with first priority given to Group 1:

(1) Satisfies one of the following criteria:

- a. Being a Veteran;
- b. Having a documented history of involvement with the justice system;
- c. Being homeless; or

(2) Faces at least two of the following barriers to employment:

- a. Having household income below 50% of the Los Angeles County's median annual household income;
- b. Emancipated from the foster care system;
- c. Receiving public assistance;
- d. Lacking a GED or high school diploma;
- e. Being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.3;
- f. Being a custodial single parent;
- g. Suffering from long-term unemployment;

To qualify under this section, the Jobs Coordinator shall verify and certify that the individual's primary place of residence is within the City and that such individual satisfies the criteria set forth above.

7.8 The C/S/Es 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 industry. The C/S/Es and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

7.9 The Unions and C/S/Es agree to coordinate with the Center to create and maintain

an integrated database of veterans interested in working on a Project and of apprenticeship and employment opportunities for a Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

7.10 C/S/Es agree to only use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Residents, Transitional Workers, and/or general dispatch.

7.10.1 When Local Residents and/or Transitional Workers are requested by the C/S/Es, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

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

7.10.3 The C/S/Es, Unions and Jobs 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. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the City representative as described in Article XI of this Agreement.

7.11 Apprentices

7.11.1 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 City's local work force, and the opportunities to provide continuing work for Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents and/or Transitional Workers within Tier 1 or 2 zip code areas to commence and progress in Labor/Management apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City, Jobs Coordinator, Work Source Centers, other non-profit entities, organizations and the Unions, 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.

7.11.2 Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint labor/management apprenticeship program. The DPW shall provide a list of all Apprentices who have worked on City of Los Angeles PLA projects to the apprenticeship coordinators of the signatory unions on a quarterly basis. In turn, the signatory unions shall collect and compile information on the retention of these Apprentices and submit this information to the DPW on a quarterly basis. The DPW will use the information provided to generate a quarterly report on retention of Apprentices on the City's PLA projects.

7.11.3 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 California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman 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 journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the C/S/E shall provide adequate proof evidencing the worker's qualification as a journeyman.

ARTICLE VIII

WAGES AND BENEFITS

8.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations or as established by the US DOL if applicable. If a prevailing rate increases during the term of this Agreement under State law or Federal law, the Contractor shall pay the rate as of its effective date under the applicable law. C/S/Es directly Signatory to one or more of the Schedule A Agreements are required to pay all wages set forth in those Schedule A Agreements without reference to the forgoing. If the prevailing wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the Schedule A Agreements, except as otherwise provided in this Agreement.

8.2 Benefits.

8.2.1 All C/S/Es not signatory to the established Labor/Management Trust Fund agreements, as specified in the Schedule A Agreements for the craft workers in their employ, shall sign a "Subscription Agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.

8.2.2 C/S/Es shall pay contributions to the established employee benefit funds on

behalf of all employees performing Project work under this Agreement in the amounts designated in the appropriate Schedule A Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. C/S/Es directly Signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. Bona fide jointly-trusteed benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A Agreement or by the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

8.2.3 The C/S/E adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The C/S/E authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the C/S/E.

ARTICLE IX

EMPLOYEE GRIEVANCE PROCEDURE

9.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of

the Grievance Arbitration provisions of Article XIII. C/S/Es shall not discipline or dismiss its employees except for good cause.

ARTICLE X

DEPARTMENT POLICIES AND PROCEDURES

10.1 All construction contracts identified by the DPW as part of the Project shall include the following provisions. Such provisions include, but are not limited to:

10.1.1 All persons who perform labor in the execution of a construction contract shall be paid the prevailing rate of wages applicable to the classification as provided in Article III, Section 377 of the Los Angeles City Charter.

10.1.2 All C/S/Es shall provide information concerning their experience, financial qualifications, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract or subcontract.

10.2 In addition to the above requirements, the C/S/Es and Unions understand and agree that all construction contracts shall be awarded in accordance with other applicable provisions of the Los Angeles City Charter ("Charter") (effective July 1, 2000), and the Los Angeles Administrative Code ("Administrative Code") (and any future amendments applicable thereto), including but not limited to:

10.2.1 Los Angeles City Charter Article III, Section 371 (award of construction contracts to the lowest responsible bidder);

10.2.2 Administrative Code Sections, 10.8-1 0.13 (prohibition of discrimination); and Mayor's Executive Directive No. 14 (City of Los Angeles Business Inclusion Program).

ARTICLE XI

COMPLIANCE

11.1 It shall be the responsibility of the C/S/Es and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII (Wages and Benefits). The Board shall appoint the BCA or its designee to investigate and monitor compliance with Article VIII, the applicable provisions of the Charter and the Administrative Code, including, but not limited to, the prevailing wage requirements of the Charter, Local Residents, and Transitional Worker hiring compliance and the Policy, and the affirmative action provisions of the Administrative Code, and to recommend to the Board or designee enforcement measures to ensure the C/S/E's compliance with the general conditions of a construction contract and the Policy. At the conclusion of any six-month period, the Parties to the Agreement shall report to the Board with a status update on the Agreement with regard to that Project, including a description of any obstacles or barriers faced. The provisions of this Article shall not substitute for or preclude any employee or Union from filing a grievance for any violation of Article VIII under the provisions of the Grievance Arbitration Procedure provisions of Article XIII.

11.2 Each C/S/E shall cooperate fully and promptly with any inquiry or investigation the City or its designated representatives deems necessary in order to monitor compliance with the provisions in this Agreement and the Policy.

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

12.1 The Parties to this Agreement shall establish an eight (8) person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative

selected by the Board; one (1) representative of the City Inspector of Public Works; one (1) representative of the City Engineer; one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Trades Council, to be chaired jointly by a representative of the City Inspector of Public Works and the Council. Each representative shall designate an alternate who shall serve in his or her absence.

12.2 The JAC shall meet at the call of either of the joint chairs to discuss the implementation and administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to decide grievances arising under this Agreement.

12.3 A quorum will consist of at least two (2) City and two (2) signatory union representatives. For voting purposes, only an equal number of City and signatory union representatives present may constitute a voting quorum.

ARTICLE XIII

GRIEVANCE ARBITRATION PROCEDURE

13.1 The Parties hereby agree that all grievances and disputes that may arise concerning the meaning, application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article IX (Employee Grievance Procedure) and Article XIV (Jurisdictional Disputes), shall be settled in accordance with the following procedures set out herein. Grieving parties are encouraged to meet as soon as possible and try to resolve the dispute. However, if a resolution cannot be reached, the following procedure shall be used.

13.2 Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the local Union involved shall first attempt to settle the matter by oral discussion with the particular C/S/E's representative no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the C/S/E's representative within five (5) working days after the oral discussion with said C/S/E's representative, the dispute or grievance shall be reduced to writing by the grieving Union.

Step 2: In the event that the representatives (C/S/E and Union) are unable to resolve the grievance after its referral to Step 1, either involved party may submit the grievance, within five (5) business days of the Step 1 meeting of the parties to the grievance, to the Joint Administrative Committee (JAC), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives of the JAC), to confer in an attempt to resolve the grievance. If the grievance is not resolved by the parties to the grievance within five (5) business days after its referral (or such longer time as is mutually agreed on by all representatives of the JAC) to the JAC, it may be referred within five (5) business days by either party to Step 3 by written notice of the submittal of the grievance to arbitration in accordance with the provisions set forth below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the Parties shall have five (5) working days to attempt, by mutual agreement, to select as the Arbitrator to hear the dispute, one of the Arbitrators listed under the Expedited Arbitration provisions of Article 4.3 of this Agreement. If the Parties are unable to reach such agreement, the first arbitrator from the list, on a rotational basis, shall be the arbitrator to hear the dispute. The decision of the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek confirmation of the award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

13.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 13.2 may be extended by mutual agreement of the Parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.

13.4 Grievances which are settled directly by the Parties to such grievance shall not be precedent setting.

13.5 The City or its designated representative shall be given advance notification of all proceedings of all actions at Steps 2 and 3 and may observe such proceedings upon request.

ARTICLE XIV

JURISDICTIONAL DISPUTES

14.1 The assignment of work will be solely the responsibility of the C/S/E performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

14.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers 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 C/S/Es and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision.

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

14.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature and the C/S/E's assignments shall be adhered to until the dispute is resolved. Individuals violating

this section shall be subject to immediate discharge.

14.4 Pre-Job Conference. A pre-job conference shall be held with all parties prior to the start of work by the prime contractor for the Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules. The subcontractors/owner operators of any tier will be advised in advance of all such conferences and shall participate. The Trades Council and the BCA's Office of Contract Compliance shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the C/S/E at a pre-job conference. Any formal jurisdictional dispute raised under Article XIV must be raised at the pre-job conference upon disclosure of the work assignments. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E must notify the appropriate affected craft union(s) prior to the commencement of work. The C/S/E performing all project work that was not previously assigned at the pre-job conference will conduct a separate pre-job conference for such newly assigned work prior to commencing such work.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The C/S/Es shall 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 the Collective Bargaining Agreements of the Unions.

15.2 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 manpower other than as may be required by safety regulations. The C/S/Es 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.

15.3 The C/S/Es shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and 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 and Union and pursuant to this Agreement.

15.4 Nothing in this Agreement shall be construed to limit the right of any of the C/S/Es' 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. The right of ultimate selection remains solely with the C/S/E in accordance with the construction contract.

15.5 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, may dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed under the supervision and direction of the DPW, City and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Section 4.1 or 4.2.

ARTICLE XVI

SAFETY, PROTECTION OF PERSON AND PROPERTY

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

16.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E and the DPW. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, including discharge.

16.3 The Parties acknowledge that the City and the C/S/E have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the City's premises. Additionally, the C/S/E has a "drug free" work place policy, which prohibits those working on the City's premises 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.

16.4 To that end, the Parties agree to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment B which shall be the policy and procedure utilized under this Agreement.

ARTICLE XVII

SAVINGS CLAUSE

17.1 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.

17.2 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 entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or DPW from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a C/S/E, the Unions will no longer be bound by the provisions of Article IV to the extent that such C/S/E is no longer bound. The Unions and their members shall remain bound to Article IV with respect to all other C/S/Es who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such C/S/Es.

17.4 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, State of California, or the instruction of an authorized representative of any of these agencies with respect to any grant or contract.

ARTICLE XVIII

STEWARD

18.1 Each Union shall have the right to designate a working craft employee as steward for each C/S/E employing such craft on the Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his/her C/S/E and not to the work being performed by other C/S/Es or their employees.

18.2 Authorized representatives of the Union(s) shall have access to the Covered Project, provided that such representatives fully comply with posted visitor, security, and safety rules and the environmental compliance requirements of the Covered Project, provided that they do not unnecessarily interfere with the employees or cause them to neglect their work. The Contractor recognizes the right of access set forth in this Section and such access **will** not be unreasonably withheld from an authorized representative of the Union.

ARTICLE XIX

TERM

19.1 This Agreement shall commence upon execution by all Parties (the City of Los Angeles Department of Public Works and the Los Angeles/Orange Counties Building and Construction Trades Council and the Craft Unions signatory to this Agreement) and shall continue in full force and effect from the date of execution by all Parties for a period of five (5)

years. During the term of this Agreement, upon request by either Party or by mutual consent, the Parties will meet to discuss the application of, and their experience with, this Agreement. As a result of any such meeting, the Parties may, but shall not be obligated to, mutually agree to amendments or modification of this Agreement.

19.2 The Agreement shall continue in full force and effect for each covered Project until project acceptance by the Board. 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.

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

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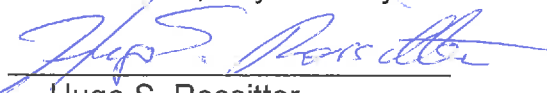
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THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

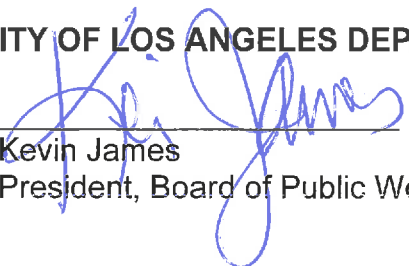
APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: 
Hugo S. Rossitter
Deputy City Attorney

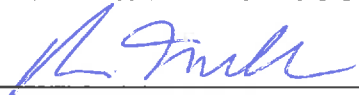
Date: 12-16-15

THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

By: 
Kevin James
President, Board of Public Works

Date: 12-16-15

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: 
Ron Miller
Executive Secretary
Los Angeles/Orange County Building
And Construction Trades Council

Date: 12-16-15

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

Cement Masons (Local 600)

Electricians (Local 11)

Elevator Constructors (Local 18)

Gunit Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 300)

Laborers (Local 1309)

Operating Engineers (Local 12)

Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

Pipe Trades (Plumbers/Fitters Local 761)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Tile, Marble & Terrazzo Layers (Local 18)

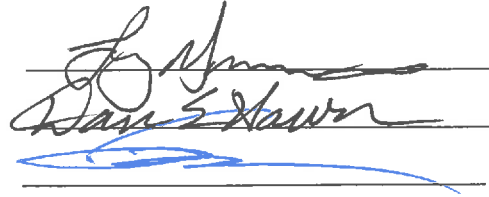
Southwest Regional Council of Carpenters

Metal Putter
 Mark Johnson (XS)
 I am Coar
 Jack Alameda
 Jeff Gm
 ZCh
 Ed Jean
 M-1-25
 Brown
 Sergio Masón
 Santilla Red
 Ronald Sikorski
 Gary Cook
 Glen Senter Cruz GT
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 Ted W. Hall
 Cur.
 Frank D. ap
 Paul M. Shm
 Gene Green
 [Signature] and P
 [Signature]

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Plaster Tenders (Local 1414)

A handwritten signature in black ink, appearing to read "Dan S. Hawer", is written over three horizontal lines. Below the signature, there is a blue ink scribble or flourish.

ATTACHMENT "A"
COMPANY LETTERHEAD

Date: _____

Mr. John L. Reamer, Jr., Inspector of Public Works
City of Los Angeles
Bureau of Contract Administration
1149 S. Broadway, Suite 300
Los Angeles, CA 90015

PROJECT NAME: _____

Dear Mr. Reamer:

This is to certify that the undersigned Contractor/Subcontractor/Employer (C/S/E) has read and understood the Project Labor Agreement (PLA) entered into by and between the City of Los Angeles Department of Public Works (DPW) and the Los Angeles/Orange Counties Building and Construction Trades Councils and Unions dated _____ and the DPW Public Works Infrastructure Stabilization Policy (Policy). The undersigned C/S/E hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed PLA and DPW Policy.

The undersigned C/S/E acknowledges that compliance with the provisions relating to Local Hire and Transitional Workers (Articles 7.3, 7.6, 7.7 & 7.10), Workforce Referral and Development (Articles 7.1, 7.4 & 7.10), and Apprenticeship Participation (Article 7.7 & 7.11) is of particular importance.

It is understood that the signing of the Letter of Assent shall be as binding on the undersigned C/S/E as though the C/S/E had signed the DPW PLA and shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this PLA and the DPW Policy.

This further certifies (per Articles 3, 11.2 & the Policy) that the undersigned C/S/E understands that submission of this Letter of Assent and employment hiring plan will be required prior to the commencement of any work in relation to this contract. Non-submittal of this letter and all required hiring plan documentation may preclude the C/S/E from being approved to work on this project.

This Letter of Assent shall become effective and binding upon the undersigned C/S/E the _____ day of _____, _____, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,
(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

(Contractor's State License No.)

ATTACHMENT "B"
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which 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 work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

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 or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug 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 Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug 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 the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) 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 testing:

a. The Employer 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 Employer 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. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). 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 the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her 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 Employer 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 Employer may require a third test.

e. 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 his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug 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/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer 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 as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has

been trained to recognize the symptoms of drug 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 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 Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. 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 employers will be allowed to conduct periodic job site drug 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 thirty (30) 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 a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve 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 Employer to remove the employee from the jobsite.

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

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 Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

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 Employer

shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer 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 Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer 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 Agreement and/or any program permitted hereunder.

13. 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 shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement 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.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, 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 Testing Policy for Drug Abuse. 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 Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

Attachment C
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
REQUEST/VERIFICATION FOR CRAFT EMPLOYEES
(Project: _____)

INSTRUCTIONS

To the Contractor:

Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for the City of Los Angeles project. After faxing your request, call the Local to verify receipt and substantiate their capacity to furnish local, at-risk or general dispatch as requested. Contact information for Locals is listed on back of form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

To the Union:

Please complete the "Union Use Only" section and fax form back to the requesting contractor. Retain form for your records.

To:	Local	Fax# ()	Date:
From – Company Name			
Person Sending:		Contact Phone: ()	

Please provide me with union craft workers per the City of Los Angeles PLA that fulfills the requirements for this project as defined below:

30% Local Requirement (Union craft employees, including apprentices, who reside in the local metropolitan area zip codes listed below. If unavailable, can be dispatched from any one of the Citywide zip codes listed in Attachment).

SEE ATTACHED TIER 1 AND TIER 2 ZIP CODES

10% "Transitional Worker" Requirement (Union craft employees, including apprentices, who live in one of the Citywide zip codes listed in Attachment, and are certified to fulfill the "Transitional worker" hiring requirement).

General Dispatch (Union craft employees dispatched per normal dispatch procedures, not including the 30% Local or 10% Transitional Worker requirements)

Employee Name	Address	Zip Code

Craft Employees Requested						
Job/Craft Description	Journeyman / Apprenticeship Level	Number(s) Requested			Report Date	Report Time
		30% Local	10% Transitional	General Dispatch		

Total Workers Requested _____

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

Site Address: _____ Report to (On-Site Contact): _____

On-Site Tel.#: () _____ Fax: () _____

Comments or special requirements: _____

Union Use Only (Fax the Completed Form Back to Contractor)		
Reception Date:	Dispatch Date:	Received By:
<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
30% Local	<input type="checkbox"/>	<input type="checkbox"/>
10% Transitional	<input type="checkbox"/>	<input type="checkbox"/>
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>
Comments:		

City of LA PLA Construction Trade Unions Contact Numbers

Asbestos Heat & Frost Insulators (Local 5)

670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)

2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

Bricklayers & Allied Craftworkers (Loc. 4)

11818 Clark St., Suite A
Arcadia, CA 91706
Tel: (626) 739-5600
Fax: (626) 739-5610

Carpenters - Local 409

533 S. Fremont Ave., 4th Floor
Los Angeles, CA 90071
P: 213/385-3510
F 213/488-1697

Drywall – Local 1506

5164 Santa Monica Blvd.
Los Angeles, CA 90029
P: 323/660-1506
F: 323/660-0382

Electricians (Local 11)

297 N. Marengo Avenue
Pasadena, CA 91101
Tel: (626) 243-9700
Fax: (626) 793-9743

Electricians District No. 1
6023 S. Garfield Avenue
City of Commerce, CA 90040
Tel: (323) 517-9610
Fax: (323) 726-0623

Electricians District No. 2
8333 Airport Blvd.
Los Angeles, CA 90045
Tel: (310) 645-5269
Fax: (310) 645-5289

Electricians District No. 3
8333 Airport Blvd.
Los Angeles, CA 90045
Tel: (310) 645-3637
Fax: (310) 645-0308

Electricians District No. 4
400 Chatsworth Drive
San Fernando, CA 91340
Tel: (818) 361-7774
Fax: (818) 361-0606

Electricians District No. 5
1817 East Ave Q, Suite A16
Palmdale, CA 93550
Tel: (661) 274-9461
Fax: (661) 274-9503

Electricians District No. 6
1510 N. Peck Road
So. El Monte, CA 91733
Tel: (626) 443-6946
Fax: (626) 443-7720

Elevator Constructors (Local 18)

100 S. Mentor Avenue
Pasadena, CA 91106
Tel: (626) 449-1869
Fax: (626) 577-1055

Operating Engineers (Local 12)

150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Operating Engineers District No. 1
150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-2519
Fax: (626) 792-2635

Operating Engineers District No.1 (SubOffice)
44250 No. Division
Lancaster, CA 93534
Tel: (661) 942-1175
Fax: (661) 949-0209

Operating Engineers District No. 7
3311 W. Ball Road
Anaheim, CA 92804
Tel: (714) 827-4591
Fax: (714) 827-0498

Glaziers (Local 636)

2333 No. Lake Avenue, Unit F
Altadena, CA 91001
Tel: (626) 448-1565
Fax: (626) 797-8395

Gunite Workers (Local 345)

P.O. Box 3345
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)

13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)

17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers (City of LA Areas – Local 300)

Local 300 (Main Office)
2005 W. Pico Blvd.
Los Angeles, CA 90006
Tel: (213) 385-9212
Tel: (213) 385-3550
Fax: (213) 385-6985

Local 300 (Branch Office)
14800 Devonshire
Mission Hills, CA 91340
Tel: (818) 891-1702

Local 300 (Branch Office)
511 W. Avenue Q
Palmdale, CA 93550
Tel: (661) 273-3891

Local 300 (Branch Office)
11346 E. Ramona Blvd.
El Monte, CA 91731
Tel: (626) 448-0144 or (626) 448-7826

Laborers (San Pedro/Port of LA – Local 802)

3919 Paramount Blvd.
Lakewood, CA 90712
Tel: (562) 421-9346
Fax: (562) 421-5964

Painters & Allied Trades DC 36

2333 N. Lake Avenue, Unit H
Altadena, CA 91001
Tel: (626) 584-9925
Fax: (626) 584-1949

Painters & Allied Trades (Local 95)

8658 Clela Street
Downey, CA 90241
Tel: (562) 861-9616
Fax: (562) 861-6549

Painters & Allied Trades (Local 1595)

2333 N. Lake Avenue, Unit E
Altadena, CA 91001
Tel: (626) 304-9640
Fax: (626) 797-1564

Pipe Trades (Plumbers – Local 78)

1111 W. James Wood Blvd.
Los Angeles, CA 90015
Tel: (213) 688-9090
Fax: (213) 627-4624

Pipe Trades (Local 250)

*Steamfitters/Air Conditioning/
Refrigeration / Industrial Pipefitters*
18355 S. Figueroa St.
Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
FAX: (310) 329-2465

Pipe Trades (Local 345)

Landscape, Irrigation, Underground & Specialty Piping
1430 Huntington Dr.
Duarte, CA 91010
Tel: (626) 357-9345
Fax: (626) 359-0359

Pipe Trades (Sprinkler Fitters – Local 709)

12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

**Pipe Trades (Plumbers / Fitters –
Local 761)**

1305 N. Niagara Street
Burbank, CA 91505
Tel: (818) 843-8670
Fax: (818) 843-5209

Plasterers & Cement Masons (Local 200)

Plasterers

1610 W. Holt Ave.
Pomona, CA 91768
Tel: (909) 865-2240
Fax: (909) 865-9392

Plasterers & Cement Masons (Local 600)

5811 E. Florence Ave.
Bell Gardens, CA 90201
Tel: (323) 771-0991
Fax: (323) 771-2631

Local 600 (Suboffice)
3921 Burbank Blvd., Burbank, CA 91505
Tel: (818) 845-2431
Fax: (818) 845-2496

Plasterers & Cement Masons (Local 500)

1605 N. Susan St.
Santa Ana, CA 92703
Tel: (714) 554-0730
Fax: (714) 265-0780

Resilient Floor & Dec. Cov. (Local 1247)

8051 Pioneer Blvd.
Whittier, CA 90606
Tel: (562) 695-7402
Fax: (562) 695-6337

Roofers & Waterproofers (Local 36)

5380 Poplar Blvd.
Los Angeles, CA 90032
Tel: (323) 222-0251
Fax: (323) 222-3585

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105
Glendora, CA 91740
Tel: (909) 305-2800
Fax: (909) 305-2822

Teamsters (Local 848)

818 Oak Park Road, Suite 200
Covina, CA 91724
Tel: (626) 732-4700
Fax: (626) 732-4707

Teamsters (Local 986)

1198 Durfee Avenue
So. El Monte, CA 91733
Tel: (626) 350-9860
Fax: (626) 448-0986

Tile, Marble & Terrazo Layers (Local 18)

9732 E. Garvey Ave., Suite 200
So. El Monte, CA 91733
Tel: (626) 329-0369
Fax: (626) 329-0374

Attachment E "PIPS"
Department of Public Works Calendar Years 2015 thru 2020
Public Infrastructure Stabilization Program Project List

Project Title	Program Name	Est. Start
1 DCT- Advanced Water Purification Facility	Wastewater - TPP	12/3/2018
2 North East Interceptor Sewer (NES) Phase 2A	Wastewater - CSP	11/30/2018
3 LA Streetcar Project	Street Improvement	7/3/2017
4 LAG- Primary Effluent Storage	Wastewater - TPP	8/30/2018
5 Venice Dual Force Main (7222)	Wastewater - CSP	7/31/2018
6 Glendale-Hyperion/LA River 3-188'-82-83-34	Bridge Improvement Program	3/31/2018
7 Argo Drain Subbasin Facility	Prop O	3/13/2017
8 DCT- Maintenance Facility Expansion	Wastewater - TPP	10/7/2018
9 Ranchito Cienega Sports Complex (Cesar King III)	Municipal Facilities R and P	12/1/2018
10 LCIS Rehab Blackwelder to Olympic	Wastewater - CSP	12/31/2018
11 Asphalt Plant No. 1 Replacement & Modernization	Municipal Facilities Architect	5/1/2018
12 Potrero Canyon Nature Preserve Grading/Landscaping	Municipal Facilities R and P	7/31/2018
13 DCT- Multi-Purpose and Office Building	Wastewater - TPP	7/1/2017
14 TMRP- Phase I AWWP Upgrade	Wastewater - TPP	7/1/2017
15 HTP- Oxygen Reactor Improvements	Wastewater - IPP	7/1/2018
16 TMRP- Service Maintenance & Warehouse Facility	Wastewater - TPP	3/28/2010
17 HTP Digester Corrosion Rehabilitation	Wastewater - TPP	8/1/2018
18 Van Noy Fire Station No. 38	Municipal Facilities Fire	10/31/2018
19 Venice Auxiliary Pumping Plant	Wastewater - CSP	1/31/2018
20 TMRP- Aeration System Replacement	Wastewater - TPP	10/2/2015
21 NOS Rehab Unit 18 - Colorado to Doran	Wastewater - CSP	7/31/2017
22 Cochran Adams Relief Sewer	Wastewater - CSP	12/31/2017
23 Machado Lake Pipeline Project	Prop O	7/2/2018
24 PCH Pedestrian Bridge	Municipal Facilities Architect	5/1/2017
25 Balona Creek Water Quality Improvement	Wastewater - IPP	7/31/2018
26 DCT- Secondary Reactors Rehabilitations	Wastewater - TPP	4/1/2019
27 DCT- Primary Settling Tanks Improvements	Wastewater - TPP	7/1/2019
28 NOS Rehab Unit 8 - Harper to Wilson (NOS Unit 7)	Wastewater - CSP	12/31/2018
29 HTP- WAS Thickening Centrifuge Replacement	Wastewater - TPP	3/30/2017
30 HTP-Secondary Clarifiers Upgrade- Modules 1-5	Wastewater - TPP	7/20/2018
31 North Central Animal Care Center Phase II	Municipal Facilities Animal	8/3/2018
32 Victory Blvd (Phase 2) - De Soto to Canoga Ave	Street Improvement	8/30/2018
33 DCT- Electrical Power System Mods	Wastewater - TPP	7/1/2018
34 IMHP- Primary Tanks Level Control Upgrades	Wastewater - TPP	1/1/2017
35 Hollywood Sanitation Yard	Municipal Facilities Architect	8/1/2017
36 IMHP- Oxygen Facility Upgrade	Wastewater - TPP	7/1/2017
37 DCT- Secondary Clarifiers Improvements	Wastewater - TPP	10/1/2017
38 TMRP- AWWP Emergency Generators	Wastewater - TPP	7/1/2018
39 HTP- Solids Handling & Truck Load Facility	Wastewater - TPP	7/7/2018
40 TMRP- Digester Gas Utilization System	Wastewater - TPP	8/28/2018
41 TMRP- MFRO Replacement	Wastewater - TPP	7/1/2019
42 Riverside Dr/Zoo-1288	Bridge Improvement Program	5/30/2018
43 NOS Rehab Unit 1 - Van Ness to Western	Wastewater - CSP	12/31/2017
44 HTP- Headworks Odor Control Upgrade	Wastewater - TPP	7/31/2018
45 Alhambra Riverside Park	Prop O	2/28/2017
46 HTP- Digester Equipment Improvements	Wastewater - TPP	7/1/2017
47 Century Blvd Extension / Grape St to Alameda St.	Street Improvement	8/30/2018
48 NOS Rehab Unit 13 - Fomey to Duval	Wastewater - CSP	12/31/2018
49 South District Maintenance Yard	Municipal Facilities Architect	7/18/2018
50 NOS Rehab Unit 7 - Wilson to LA River (NOS Unit 8)	Wastewater - CSP	12/31/2018
51 Burbank Blvd - Lankershim Blvd to Cleon Ave	Street Improvement	12/31/2018
52 De Soto Ave Widening - 118 Freeway to Devonshire	Street Improvement	8/30/2018
53 1st & Broadway Chic Center Park	Municipal Facilities R and P	3/1/2018

Project Title	Program Name	Est. Start
54 TWRP- Primary Treatment Process Modernization	Wastewater - TPP	1/2/2019
55 Maintenance Yard - Hollywood Facility	Wastewater - CSP	5/16/2018
56 DCT- Backup Power	Wastewater - TPP	10/3/2017
57 Maintenance Yard - Reseda Facility	Wastewater - CSP	5/16/2019
58 Maintenance Yard - North Hollywood Facility	Wastewater - CSP	5/16/2017
59 Aliso Creek - Limaklin Creek Restoration Project	Prop O	9/30/2017
60 TWRP- Learning Center	Wastewater - TPP	7/1/2019
61 South Park Renovations	Municipal Facilities R and P	8/1/2015
62 HTP- Headworks Improvements	Wastewater - TPP	8/1/2016
63 Van Ness Pool	Municipal Facilities R and P	11/1/2017
64 Robertson Recreation Center	Recreational and Cultural Fac.	1/15/2017
65 LAG- Secondary Reactors Rehabilitation	Wastewater - TPP	3/30/2018
66 HTP- Biosolids Pumping System Upgrades	Wastewater - TPP	7/2/2018
67 DCT- Screw Pumps Installation & Upgrades	Wastewater - TPP	8/1/2015
68 Granada Hills Pool & Bathhouse Replacement	Municipal Facilities R and P	4/1/2018
69 LAG- Secondary Clarifiers Rehabilitations	Wastewater - TPP	3/30/2018
70 TWRP- Digester Insulation Replacement	Wastewater - TPP	1/2/2019
71 Soto St/Valley-0011	Bridge Improvement Program	8/31/2016
72 First St/Glendale Blvd-0045	Bridge Improvement Program	8/1/2016
73 State SURR & Busway-1930	Bridge Improvement Program	11/28/2017
74 Alameda St. Widening from Harry Bridges to Anaheim	Street Improvement	11/1/2016
75 HTP- Service Water Fac. South Side Filter Install	Wastewater - TPP	9/30/2015
76 Lincoln Pool & Bathhouse Replacement	Municipal Facilities R and P	3/1/2016
77 Studio City Recreation Center - Gymnasium	Recreational and Cultural Fac.	7/31/2017
78 Alameda St. Widening from Anaheim to PCH	Street Improvement	3/1/2017
79 WLA SANL Maintenance Yard CNG/LNG upgrade	Municipal Facilities Architect	10/1/2015
80 PP 646 - Venice Generators Replacement - Phase 1 (C191)	Wastewater - CSP	7/31/2016
81 Taylor Yard Bikeway/Pedestrian Bridge over LA Rrr	Municipal Facilities Architect	3/1/2017
82 HTP- DSF Improvements	Wastewater - TPP	12/30/2017
83 Manchester Jr Arts/Vision Theater - Phase 2 & 3	Recreational and Cultural Fac.	4/15/2016
84 HTP- Replace Ferric Chloride Facility	Wastewater - TPP	7/4/2017
85 DCT- Storage and Warehouse Facility	Wastewater - TPP	1/2/2019
86 HTP- TSF Mechanical Equipment Upgrades	Wastewater - TPP	7/1/2019
87 Wilshire Area System Sewer Rehab	Wastewater - CSP	7/31/2017
88 DCT- Berm Improvements	Wastewater - TPP	9/30/2016
89 San Fernando CNG Fueling Station	Municipal Facilities Architect	2/1/2016
90 Cesar Chavez Ave/Lorena St/Indiana St - Roundabout	Street Improvement	10/30/2016
91 Arlington Ave Sewer Rehab Jefferson Bl to Rodeo Rd	Wastewater - CSP	7/30/2017
92 ATP SRTS Sheridan ES & Broad St. ES	Street Improvement	11/30/2016
93 Venice Blvd. Interceptor U2	Wastewater - CSP	8/31/2017
94 DCT- Electricity Usage Monitoring and Optimization	Wastewater - TPP	10/1/2017
95 TWRP- Electricity Usage Monitoring & Optimization	Wastewater - TPP	10/1/2017
96 ATP SRTS Menlo Ave & Vernon Ave.	Street Improvement	11/30/2016
97 Oakdale Redwing Storm Drain	Storm water	10/31/2017
98 Exposition - West Bikeway - Northvale Segment	Street Improvement	9/1/2018
99 Albion Riverside Park- Park Development	Municipal Facilities R and P	2/28/2017
100 HTP- IPS Odor Control Improvements	Wastewater - TPP	12/30/2018
101 ATP SRTS Tokyo Ped. Safety	Street Improvement	11/30/2016
102 San Fernando Bike Br/Tujunga Wash-1309 Phase 3	Bridge Improvement Program	1/1/2017
103 ATP SRTS Dolores Huerta ES, 28th St ES, & Quincy Jones ES	Street Improvement	11/30/2016
104 HTP- Abrasive Blast & Steam Cleaning Fac.	Wastewater - TPP	9/30/2017
105 Reseda Skate Facility Acquisition	Recreational and Cultural Fac.	9/30/2018
106 TWRP- TIRE Facility Enhancement	Wastewater - TPP	1/30/2018
107 Highland Ave Widening - Odin St to Franklin Ave	Street Improvement	4/1/2018
108 HTP- FOG Receiving Station North	Wastewater - TPP	3/2/2016
109 ATP Hollywood & Western Pedestrian Improvements	Street Improvement	11/30/2016
110 HTP- Dilute Polymer System Improvement	Wastewater - TPP	7/5/2017
111 Stauson-Wall Park	Municipal Facilities R and P	12/1/2017
112 Osborne Street Bridge Replacement (FHWA)	Street Improvement	12/31/2016
113 HTP- Primary Tanks Skimmer Improvements	Wastewater - TPP	4/1/2017
114 DCT- Tertiary Filtration Expansion	Wastewater - TPP	7/4/2017
115 LAG- Electricity Usage Monitoring and Optimization	Wastewater - TPP	10/1/2017
116 DCT- Blower Air Cleanup System	Wastewater - TPP	2/29/2016

DPW-PIA

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ATTACHMENT 3

Staff Presentation



Project Labor Agreements

City of Goleta City Council Meeting

January 19, 2021

Ryan Kintz, Assistant to the City Manager

Presentation Outline

- Staff recommendations
- What are Project Labor Agreements (PLAs)?
- Legal basis for PLAs and typical negotiation
- Typical provisions
- Review typical Advantages and Disadvantages of PLAs
- Local Contractors consideration
- PLA Policy Options

Staff Recommendations



- A. Receive a presentation and report on Project Labor Agreements; and
- B. Provide policy direction to staff on whether to pursue the possible adoption of a Project Labor Agreement requirement for City projects above a certain threshold construction dollar amount; and
- C. If the City Council wishes to further pursue a possible Project Labor Agreement requirement for City projects, refer the matter to the Ordinance Committee to consider the development of an ordinance or alternative method of implementation.

What are PLAs?

- Pre-hire contracts between project-owner and local construction unions
- Used for larger, more complex projects
- By their terms do the following:
 - Require worker representation by labor unions
 - Set basic terms and conditions of employment
- Negotiated between project owner and local building trades council and/or individual construction trade unions
- Primary purpose: ensuring that only unionized labor is used



Legal Basis for PLAs



- California Public Contract Code section 2500, et seq., governs a public entity's use of PLAs. PLA must include at minimum:
- Prohibition on discrimination
 - Permission for all qualified contractors and subcontractors to bid (whether they are union or non-union)
 - Agreed-upon protocol concerning drug testing for workers
 - Guarantees against work stoppages, strikes, lockouts, and similar disruptions
 - Disputes arising from the PLA shall be resolved by a neutral arbitrator

Legal Basis for PLAs (cont.)



- A single PLA may cover one project, a particular classification of projects or all projects
- The City Council must adopt the PLA by majority vote and must also act by majority vote in each instance it wishes to allocate funding for any project covered by the PLA (Pub. Contract Code, § 2501)
- The statutory authority for the City to implement a PLA does not provide guidance for the process by which a PLA is formed
 - such as the underlying policy framework or negotiation process

PLA Negotiations



➤ A PLA will:

- 1) Set forth the labor classifications covered by applicable national trade unions (the "Covered Work");
- 2) Set forth the applicable wages scales and fringe benefit rates for the Covered Work; and
- 3) Require that all contractors and subcontractors performing the Covered Work become signatories on the PLA projects

PLA Negotiations



- The City may modify the terms in a PLA:
 - Add language to ensure agency rights
 - Limit potential inadvertent financial exposure on the part of the affected contractors
 - Scope of “Covered Work” and limitations on that coverage
 - Whether contractors should be allowed to extend a preference to the contractor’s historic crew employees over union workers from hiring halls
 - No contractor dual liability for good faith union work
 - Grievance, work stoppage and lockout provisions
 - PLA shall not require any contractor to remain a member of the union or have obligation to the payment of funds, benefits, or contingent liability following the completion of the PLA projects

Typical PLA Provisions



- Work Conditions - Uniform Work Conditions
- Hiring Procedures
 - Union Recognition
 - Referral Systems
 - Core Employees
 - Union and Non-Union Contractor Comparison
 - Specialty Subcontractors
 - Construction Inspection
- Wages
- Benefits
- Wages and Benefits - Union and Non-Union Contractor Comparison
- Management Rights
- Work Stoppages
- Dispute Resolution
- Targeted Worker Participation
- Schedule
- Cost
- PLA Negotiation
- Contract Document Development
- PLA Administration

Advantages of PLAs



- Uniform wages, benefits, overtime pay, hours, working conditions, and work rules
- Provide contractors with a reliable and uninterrupted supply of qualified
- Ensure that a project will be completed on time and on budget
- Ensure no labor strife by prohibiting strikes and lockouts and including binding procedures to resolve labor disputes
- Make large projects easier to manage by placing unions under one contract, the PLA, rather than several unions that may have different structure

Advantages of PLAs (cont.)



- May include provisions to recruit and train workers by requiring contactors to participate in recruitment, apprenticeship, and training programs for women, minorities, veterans, and other under-represented groups (this is a common CWA provision);
- Reduces misclassification of workers and the related underpayment of payroll taxes, workers compensation, and other requirements;
- May mean a larger percentage of construction wages stay in state; and
- May improve worker safety by requiring contractors and workers to comply with project safety rules.

Disadvantages of PLAs



- Increase costs by mandating union wages, work rules and inhibiting competition;
- Are anti-competitive because nonunion contractors may choose not to bid because either their members would be required to join a union if the contractor wins the bid or the contractor would not be able to use its own workers if the PLA required hiring through the union hiring hall;
- Are inherently unfair to nonunion contractors and nonunion employees;
- Are an unnecessary mandate (if imposed by law);
- Hinder the use of nonunion contractor training programs that may operate more efficiently and are job specific, instead of union apprenticeship programs of a fixed duration; and
- Are unnecessary because of existing prequalification procedures that screen contractors that bid on public projects.

Disadvantages of PLAs (Cont.)



- A PLA is not proof of an improved situation
 - Evidence does not show that PLA construction projects are safer than non-PLA projects
 - In California, cities are covered by prevailing wage laws that already establish competitive wages for public works projects.
 - Local hiring objectives can be achieved without a PLA by incorporating the objectives in the bid specs for any project
 - Time needed to prepare, negotiate and approve a PLA may also affect the timely completion of a project or add to costs

Local Contractors



- Local workforce participation already very high for large public projects in Ventura and Santa Barbara Counties
 - Region has smaller “mom and pop” businesses
 - Use of PLAs in this region can decrease local workforce participation
 - Many of these smaller, local contractors are not unionized
 - If intent for local hire preference:
 - Further research needed to determine true local hire percentage
 - A local hire percentage or percentage range requirement that is not less than the current local participation percentage

Policy Options



- Local Hire Percentage
- High Dollar Threshold
- Escalation/Inflation factor
- Proceed when negotiations fail
- Hiring of inspectors and testers exempt
- Sunset/Revisit date
- Exclude public right-of-way projects
- Exclude projects already entitled/time sensitive, grant funded
- Develop PLAs project-by-project

Staff Recommendations



- A. Receive a presentation and report on Project Labor Agreements; and
- B. Provide policy direction to staff on whether to pursue the possible adoption of a Project Labor Agreement requirement for City projects above a certain threshold construction dollar amount; and
- C. If the City Council wishes to further pursue a possible Project Labor Agreement requirement for City projects, refer the matter to the Ordinance Committee to consider the development of an ordinance or alternative method of implementation.