

Date: February 6, 2012
To: Engineering and Environmental Committee
From: D.A. Thiessen, P.E., Managing Director, Engineering
Subject: **Discussion of PLA for Gerald Desmond Bridge Replacement Project**

Background

Per the Board's direction staff has met with and negotiated a Project Labor Agreement (PLA) with the Los Angeles and Orange County Buildings and Construction Trades Council.

Discussion

Cost and technical proposals from the four prequalified bidders are due March 2, 2012. A draft Gerald Desmond Bridge PLA has been provided to the four teams. Staff and the City Attorney's Office are working with Caltrans and the Federal Highway Administration (FHWA) to finalize State and Federal comments on the PLA. Final changes will be made prior to returning to the Board for approval.

Recommended by:

Approved by:



D. A. Thiessen, P.E.
Managing Director, Engineering



J. Christopher Lytle
Executive Director

Attachment: Draft PLA for Gerald Desmond Bridge Replacement Project

DAT:yn

CITY OF LONG BEACH
HARBOR DEPARTMENT

PROJECT LABOR AGREEMENT (PLA)

Gerald Desmond Bridge Replacement Project



WITH

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
Craft International Unions and any other craft labor Unions signatory to this
Agreement

PROJECT LABOR AGREEMENT
Gerald Desmond Bridge Replacement Project

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**PROJECT LABOR AGREEMENT
CITY OF LONG BEACH HARBOR DEPARTMENT**

Gerald Desmond Bridge Replacement Project

INTRODUCTION AND FINDINGS

The purpose of this Project Labor Agreement (“Agreement”) is to promote efficiency of construction operations during the construction of the Gerald Desmond Bridge Replacement Project (the “Project”) by providing for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful timely completion of the Project is of the utmost importance to the Department; 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 is signatory to this Agreement, employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

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

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

WHEREAS, the Contractors and the Unions desire to mutually establish and

stabilize wages, hours and working conditions for the workers employed on the Project by the Contractors, and further, to encourage close cooperation among the Contractors, 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 the Project, 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 general contractors and each sub-contractor are bound and shall remain bound, for the duration of the Project, by the terms of this Agreement and the applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Contractors, in effect and covering the area of this Project; and

WHEREAS, the contract for the construction of the Project will be awarded in accordance with the applicable provisions of public works construction law; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

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

ARTICLE I

PURPOSE

The purpose of this Agreement is to provide a framework to facilitate the project delivery schedule and to address the special needs of the City of Long Beach, the Prime Contractor, the subcontractors and the building and construction tradespeople performing work associated within the scope of the project herein described.

This Agreement is intended to support the compressed scheduling and financial commitments of the City, by providing for a readily available pool of skilled bridge and other craft construction workers, with the use of multiple shifts, the full utilization of apprentices and to minimize potential overtime concerns, as major construction activity occurs in this tightly confined work environment with recognition of the continuing need for unrestricted maritime and vehicular traffic flow while the construction of this project progresses.

This Agreement will permit the Port to maximize economies of operations through the use of uniform workplace rules and procedures applicable to all employers and employees while also avoiding costly delays on project work due to contractor lockouts, industry- wide job stoppages, strikes, sympathy strikes, work stoppages, picketing, slowdowns, labor disputes or other interference with work.

This Agreement has been developed to facilitate the utmost timely, efficient and cost effective completion of the project which is of vital importance to the City, Port, the public and the national commerce transacted through one of the Nation's busiest ports and on the main geographic artery on which the Project is to be built.

ARTICLE II

DEFINITIONS

- 2.1 "Agreement" means this Project Labor Agreement.
- 2.2 "Apprentice" means a person as defined in Article 8, Section 8.10.
- 2.3 "Board" means the City of Long Beach Board of Harbor Commissioners.
- 2.4 "City" means the City of Long Beach.
- 2.5 "Committee" means Joint Administrative Committee as described in Article XIII of this Agreement.

2.6 “Construction contract” means the contract for construction of the Gerald Desmond Bridge Replacement Project.

2.7 “Contractor” or “Employer” includes the Prime Contractor and all subcontractors and owner operators of any tier, with respect to the construction of any part of the Project.

2.8 “Core Worker” means an employee: (i) who appears on the Contractor’s active payroll for 60 of the 100 working days before award of the construction contract by the Board; (ii) who possesses all licenses required by state and federal law for the Project Work; and (iii) who has the ability to safely perform the basic functions of the applicable trade as required by Labor Code Section 3071 and following and Title 8 California Administrative Code Chapter 2.

2.9 “Department” means the City of Long Beach Harbor Department.

2.10 “Engineer” means the Chief Harbor Engineer of the City of Long Beach Harbor Department, or its authorized representative.

2.11 “Letter of Assent” means the document that each contractor (of any tier) must sign and submit to the Director of Construction Management and the Trades Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement.

2.12 “Plan” means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XV of this Agreement.

2.13 “Prime Contractor” means the individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise that has entered into a contract with the Department to construct the Project.

2.14 "Project" means the Gerald Desmond Bridge Replacement Project including the 42 inch Storm Water Force Main Replacement.

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

2.16 "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 and 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 III

SCOPE OF AGREEMENT

3.1 Parties: The Agreement shall apply and is limited to all Contractors performing construction on the Project, the Department, and the Unions.

3.2 Project Defined: The Agreement shall apply and is limited to construction, rehabilitation and capital improvement work on the Gerald Desmond Bridge Replacement and the 42 inch Storm Water Force Main Replacement sites as described in the specifications for these aspects of the Project, performed by those contractors of whatever tier that have contracts awarded for such work, all of which is hereinafter referred to as the "Project" or "Project Work." The Department has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. It is understood by the parties that the Department may at any time, and at its sole discretion build segments of the Project falling within the terms of this Agreement, or modify or not build the Project or any part of the Project that would be covered by this Agreement.

3.3 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 Project Agreement, neither the Prime Contractor nor the Contractor will be obligated to sign any other local, area, or national agreement. It is further agreed that, where there is conflict, the terms and conditions of this Project 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 V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIV (Grievance and Arbitration Procedure) and Article XV (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 XIV of this Agreement. 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 of working conditions of employees on this Project shall be resolved under the grievance procedures established in this Agreement.

3.4 Exclusions:

(1) The Agreement shall be limited to construction work on the Project, 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 Department projects.

(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.

(3) The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related to the Project or not.

(4) The Agreement shall not apply to a Contractor'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.

(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. Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

(6) This Agreement shall not apply to material suppliers or delivery by any means (truck, rail or vessel) of material, supplies, or equipment required to any point of delivery.

(7) This Agreement shall not apply to City or Port employees, or consultants working directly for Department.

(8) This Agreement shall not apply to any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by public utilities, including but not limited to Southern California Edison, Long Beach Water, Long Beach Gas and Oil, Oxy Oil, etc., or their contractors; and/or work performed by adjacent third party landowners, including but not limited to L.G. Everist, Connelly Pacific, NRG Energy, Quick Lube Stop, Port Petroleum, Loren Truck Scales, etc., or their contractors, whether funded by the City or others.

(9) 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. Consultants shall not perform craft employee construction work on the Project with their own employees or do customer service work performed post completion by an entity other than the Contractor or subcontractor that performed the original construction work.

ARTICLE IV

EFFECT OF AGREEMENT

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

4.2 By accepting the award of a construction contract for the Project, whether as a contractor or subcontractor, the Contractor/Employer agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of the Agreement.

4.3 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of construction for the Project, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a 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. Further, Contractors not signatory to the established Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement(s) for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Labor/Management Trust Funds covering the work performed under this Agreement before work is commenced on the Project, provided that the subscription agreement does not extend the Contractors' obligations beyond Project Work.

4.4 This Agreement shall only be binding on the signatory Contractors hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any Contract prior to the execution of this Agreement.

ARTICLE V

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

5.1 The Unions, Department and Contractors agree:

(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 Department because of a dispute on the Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by any Contractor covered by the Agreement. The Contractor may lay off employees for lack of work or delay of work on the Project.

(3) The Unions agree that they will 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) 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 Contractor who:

- (i) fails to timely pay its weekly payroll; or
- (ii) 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 Contractor'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 and the Prime Contractor. Union will meet within the ten-day period to attempt to resolve the dispute.

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

5.2 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 5.1 above as a result of the expiration of any such agreement(s) having application on the 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 Contractors affected:

(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 Contractors 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.

(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 Contractor affected by that expiring contract agrees to the following retroactivity 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 Contractor 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 Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Department, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

(3) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (2).

5.3 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:

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

1. Joseph Gentile
2. Louis Zigman
3. Walter Daugherty
4. Wayne Estes
5. William Rule

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. Michael Rappaport

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.

(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.

(3) The Arbitrator shall notify the Parties by telephone and by facsimile or telegram 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) The sole issue at the hearing shall be whether or not a violation of Section 5.1 or 5.2 of this Article V 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. For purposes of deciding this issue, the actions of individual craft workers engaging in conduct described in Section 5.1 or 5.2 shall constitute violations of the sections by the Unions representing these individuals. Similarly, conduct described in Section 5.1 or 5.2 carried out by Unions, not signatory to this Agreement, shall constitute violations of this Agreement by any Union signatory to this Agreement that is a sister Union, subsidiary Union, or parent of the offending non-signatory Union. 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.

(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 5.2(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.

(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.

(7) The fees and expenses incurred in arbitration shall be divided equally by the Parties, including Union(s) and the Contractor(s) involved.

5.4 The procedures contained in this Section 5.3 shall be applicable to alleged violations of Article V to the extent any conduct described in Section 5.1 or 5.2 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 5.1 or Article IV, shall be resolved under the applicable grievance adjudication procedures for these other Articles.

ARTICLE VI

NO DISCRIMINATION

6.1 The Contractors and Unions agree to prohibit 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.

ARTICLE VII

UNION SECURITY

7.1 The Contractors recognize the Unions as the sole and exclusive collective bargaining representative for all employees engaged in Project Work.

7.2 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 only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory union.

ARTICLE VIII

REFERRAL

8.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor has his/her own core workforce, and wishes to employ such Core Workers to perform covered work, the Contractor shall employ such Core Workers in accord with the provisions of this Article VIII.

(1) An employee shall be considered a member of a Contractor's core workforce for the purposes of this Article if the employee is a Core Worker as defined in Section 2.8. Prior to each Contractor performing any work on the Project, each Contractor utilizing Core Workers, shall provide a list of his Core Workers to the Director of Construction Management and the Council. Upon request by any party to this Agreement, the Contractor shall provide payroll records and such other records as may be required under Section 2.8 evidencing the employee's qualification as a Core Worker. The number of Core Workers on this Project shall be governed by the following procedure: one (1) Core Worker shall be selected and one employee from the hiring hall of the affected trade or craft and this process shall repeat until such Contractor's requirements are met or until such Contractor has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list.

(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 Contractor under this Agreement. This provision applies only to employees who were not working under the terms of a Schedule A Agreement at the time of their transfer to the work covered under this Agreement and is not intended to limit transfer provisions of the Schedule A Agreements of any Union. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, each Contractor shall require Core Workers and any other persons employed, other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at the Project site.

8.2 Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

8.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor within a forty eight (48) hour period after such requisition is made by the Contractor, the Contractor shall be free to obtain qualified workers from other sources. Any employee(s) hired under this Section 8.3, as well as all other employees hired under this Article VIII, shall be obligated to comply with the Union Security provisions of this Agreement and have a Transportation Worker Identification Credential.

8.4 Unions will exert their best efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor.

8.5 The employers and the Unions wish to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and

construction industry. The Parties will use best efforts 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.

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

8.7 All apprentices employed under this Agreement shall be indentured and registered in a Division of Apprenticeship Standards approved joint labor/management apprenticeship program with the appropriate craft union.

ARTICLE IX

WAGES AND BENEFITS

9.1 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. If a prevailing rate increases during the term of this Agreement under state law, the Contractor shall pay the rate as of its effective date under the law. 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. This Agreement does not relieve Contractor from any independent contractual or other obligation to pay wages in excess of the prevailing wage.

9.2 Benefits.

(a) Contractors 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.

(b) Contractors shall pay contributions to the established employee benefit funds 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 the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

Contractors 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-trusted 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.

(c) The Contractor 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 Contractor 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 Contractor.

ARTICLE X

EMPLOYEE GRIEVANCE PROCEDURE

10.1 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 XIV. Contractors shall not discipline or dismiss its employees except for good cause.

ARTICLE XI

DEPARTMENT POLICIES AND PROCEDURES

11.1 The contract between the Department and the Prime Contractor for construction of the Project shall include the following provisions:

(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 The California Department of Industrial Relations Determinations.

(2) Prime Contractor shall provide information concerning its experience, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract.

11.2 In addition to the above requirements, the Contractors and Unions understand and agree that the construction contract shall be awarded in accordance with other applicable provisions of the California Public Contracts Code and the Long Beach City Charter ("Charter").

ARTICLE XII

COMPLIANCE

12.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article IX. The Department designates the Director of Construction Management to investigate and monitor compliance with Article IX, and to recommend to the Board enforcement measures to ensure the Contractor's compliance with the general conditions of the construction contract. At the conclusion of any six-month period, the Department 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 under the provisions of Grievance and Arbitration provisions of Article XV.

ARTICLE XIII

JOINT ADMINISTRATIVE COMMITTEE

13.1 The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of two (2) representatives selected by the Department; one (1) representative of the Prime Contractor, and three (3) representatives of the signatory Unions, selected by the Trades Council, established to monitor compliance with the terms and conditions of the Policy and the Agreement.

Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

13.2 The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Project.

ARTICLE XIV

GRIEVANCE ARBITRATION PROCEDURE

14.1 The Parties hereby agree that all grievances and disputes that may arise concerning the application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article V (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XVI (Jurisdictional Disputes) and Article X (Employee Disciplinary Grievances), shall be handled in accordance with the following procedures.

14.2 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 Contractor's project superintendent 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 superintendent within five (5) working days after the oral discussion with the superintendent, the dispute or grievance shall be reduced to writing by the grieving Union.

Step 2: If the matter is not resolved in Step 1, above, within five (5) working days after the oral discussion with the superintendent and the business representative of the Union involved, the written grievance shall be given to the particular Contractor involved. The business manager of the involved local Union or his designee shall meet with the involved Contractor within five (5) working days after they first meet to hear the grievance, then the Union may, within ten (10) calendar days after meeting with the Contractor, by written notice to the Contractor, submit the grievance to arbitration in accordance with the provisions as set forth

below.

Step 3: After notice by any party of intent to submit a grievance to arbitration, the Parties shall have five (5) 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 V, Section 5.3 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 judicial enforcement of the Award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

14.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 14.2 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.

14.4 Grievances, which are settled directly by the Parties to such grievance, shall not be precedent setting. The costs of the arbitrator shall be borne equally between the grieving Union and the affected Contractor.

ARTICLE XV

JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

15.1 The assignment of work will be solely the responsibility of the Contractor

performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.

15.2 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 Contractors and Unions.

15.3 No Work Disruption Over Jurisdiction. All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

15.4 Pre-Job Conference. A pre-job conference shall be held prior to the start of work by the general 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. If they have not already done so before the pre-job conference, each Contractor shall provide to the Unions at the pre-job conference, a list of Core Worker which Contractor anticipates using on the Project.

15.5 Each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Contractors will be advised in advance of all such conferences and may participate if they wish. The Trades Council and the Department Director of Construction Management shall be advised in advance of all such conferences and may participate if they wish. All work assignments should be disclosed by the Contractor at a pre-job conference.

ARTICLE XVI

MANAGEMENT RIGHTS

16.1 The Contractors 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.

16.2 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 Contractors 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 the Agreement will not be recognized.

16.3 The Contractors shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Contractors 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 Contractor and Union and pursuant to this Agreement.

16.4 Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement.

16.5 Nothing in this Agreement shall be construed to limit the right of any of the

Contractors to select the lowest bidder he deems 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 Contractor in accordance with the construction contract.

16.6 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed under the supervision and direction of the Department, 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 5.1 or 5.2.

ARTICLE XVII

SAFETY, PROTECTION OF PERSON AND PROPERTY

17.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Department, City, the state and the Contractor. 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 Contractor and the Department.

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

17.3 The Parties acknowledge that the City and the Contractor 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

Contractor 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.

17.4 To that end, the Parties agree that the Labor/Management Memorandum of Understanding (MOU) on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades’ Unions shall be the policy and procedure utilized under this agreement. The MOU is appended to this Agreement as Attachment B.

ARTICLE XVIII

SAVINGS CLAUSE

18.1 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.

18.2 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.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or Department 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 Contractor, the Unions will no longer be bound by the provisions of Article V to the extent that such Contractor is no longer bound. The Unions and their members shall remain bound to Article V with respect to all other Contractors who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractors.

ARTICLE XIX

STEWARDS AND REPRESENTATIVES

19.1 Each Union shall have the right to designate a working craft employee as steward for each Contractor 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 Contractor and not to the work being performed by other Contractors or their employees.

19.2 Representatives of the Unions shall have access to the Project site, provided they do not interfere with the work and provided that they comply with visitor security and safety rules, including checking in with the Contractor's and Department's on-site representatives prior to entering the Project site. The Contractor recognizes the right of access set forth in this subsection and such access will not be unreasonably withheld from an authorized representative of the Union.

ARTICLE XX

TERM

This Agreement shall be effective on the effective date of the contract between City and Prime Contractor for construction of the Project and shall continue until acceptance of all

Project Work by the Board.

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

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:

Robert E. Shannon
City Attorney

By: _____
Dominic Holzhaus
Principal Deputy City Attorney

Date: _____

THE CITY OF LONG BEACH HARBOR DEPARTMENT

By: _____
J. Christopher Lytle
Executive Director

Date: _____

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____
Robert Hunter
Executive Secretary

Date: _____

ATTACHMENT "A"
COMPANY LETTERHEAD

Chief Harbor Engineer

Port of Long Beach

SUBJECT: LETTER OF ASSENT
Project Name: _____
Specification

Dear Mr./Ms. _____:

This is to certify that the undersigned Contractor/Employer has examined a copy of the subject Project Labor Agreement entered into by and between the City of Long Beach Harbor Department and the Los Angeles/Orange County Building and Construction Trades Council and the signatory Unions dated _____. The undersigned Contractor/Employer hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

It is understood that the signing of this Letter of Assent shall be as binding on the undersigned Contractor/Employer as though the Contractor/Employer had signed the above referred Agreement. Contractor/Employer shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Agreement.

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

Sincerely,

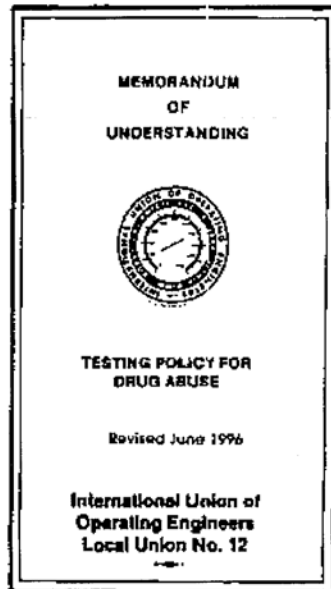
(Name of Construction Company)

By: _____

(Name and Title of Authorized Executive)

cc: Los Angeles/Orange County Building and Construction Trades Council

Attachment "B"



-INTRODUCTION-

At the June 1991 General Membership Meeting the members in attendance acknowledged the need of some form of drug testing that would keep the job site safe while at the same time protecting each member's individual right under the constitution.

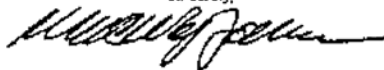
When signatory contractors were not being allowed to bid on projects because they had no official drug testing policy, it became obvious that we were going to have to develop a test to remedy that problem. We feel that within the confines of this addendum the best and fairest for all has been accomplished.

This Memorandum of Understanding is actually an addendum to Local 12's Master Labor Agreement. All the provisions in this shall be adhered to and enforced by Local 12. No member shall be subjected to any provision outside of this memorandum. If any employer asks a member to test for substance abuse and asks for any procedures outside of what is outlined here or in the Side Letter of Understanding on page 11 that employer is in violation of the Master Labor Agreement and you are not required to comply.

Substance abuse has become a national problem. While job site safety has always been a priority in Local 12, it is not the intent of this policy to subject any member to a test that all members on a project are not subjected to.

You, as a member working under these conditions have rights as well as obligations. If you have any questions please contact this office or your business representative.

Sincerely,



Win. C. Waggoner, Business Manager &
General Vice-President

MEMORANDUM
OF
UNDERSTANDING

DRUG ABUSE PREVENTION
AND
DETECTION

1998

This Memorandum of Understanding shall be considered as an addendum to the Master Labor Agreement currently in effect between the parties. It shall be effective as of the date it is signed and shall thereafter run concurrently with the Master Labor Agreement.

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by the Labor and Management and will apply.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances 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 Master Labor Agreement.
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Agreement.
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 International Union of Operating Engineers, 150 East Corson Street, Pasadena, California 91103. 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 Master Labor Agreement, 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 a valid 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 a valid 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 Agreement. 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, handling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunosay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established

by the National Institute on Drug Abuse. 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 NIDA. 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 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 Union. Notice to the Union shall be as set forth in Paragraph J 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 being 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 Operating Engineers 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 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 jobsite drug testing on construction projects 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 NIDA 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 applicable Master Labor Agreement.

9. The establishment or operation of this Agreement 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 Union. Such release to the 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. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

**SIDE LETTER
OF
UNDERSTANDING**

In regard to the Memorandum of Understanding on Drug Abuse Prevention and Detection agreed to by the parties, it is agreed that K, as a condition of contract award or due to Federal, State or Governmental Agency requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding. The individual Employer will notify the Union in writing of these requirements. The Union reserves the right, upon receiving notification, to require the individual Employer to meet to negotiate any changes.

Agreed to this 18th day of June, 1991

**ASSOCIATED GENERAL CONTRACTORS
OF CALIFORNIA**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

Wm. C. Waggoner Frank L. Tuhl
Business Manager President

William A. Foyl
Vice-President

**DRUG ABUSE PREVENTION AND DETECTION
APPENDIX A - CUTOFF LEVELS**

DRUG	SCREENING METHOD	SCREENING LEVEL**	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml	GC/MS	100 ng/ml
Ecstasy	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methadone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Morphine	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates (Heroin)	EMIT	100 ng/ml*	GC/MS	15 ng/ml*
THC (Marijuana)	EMIT	300 ng/ml	GC/MS	100 ng/ml
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

** NIDA (National Institute on Drug Abuse) threshold
* A sample report positive contains the indicated drug at or above the cutoff level for one drug. A negative sample either contains no drug or contains a drug below the cutoff level.
GC/MS - Gas Chromatography/Mass Spectrometry

Attachment "D"

Construction Trade Unions Contact Numbers

Local	Union	Phone Number	Fax Number
5	(Asbestos) Heat & Frost Insulators	(626) 815-9794	(626) 815-0165
92	Boilermakers	(909) 877-9389	(909) 877-8318
4	Bricklayers	(626) 573-0032	(626) 573-5607
409	Carpenters	(213) 385-1457	(213) 385-3759
1506	Carpenters (<i>Drywall Hangers</i>)	(323) 660-1506	(323) 660-0382
440L	Carpenters (<i>Lathers</i>)	(714) 554-1644	(714) 554-2044
500	Cement Masons	(714) 554-0730	(714) 265-0780
11	Electricians	(626) 792-0061	(626) 793-9743
18	Elevator Constructors	(626) 449-1869	(626) 577-1055
636	Glaziers	(626) 448-1565	(626) 448-9846
345	Gunitite Workers	(818) 846-1303	(818) 846-1226
416	Iron Workers (<i>Reinforced</i>)	(562) 868-1251	(562) 868-1429
433	Iron Workers (<i>Structural</i>)	(626) 964-2500	(626) 964-1754
507	Laborers (<i>Asbestos/Toxic Waste Abatement/Environmental</i>)	(213) 385-3550	(213) 385-6985
12	Operating Engineers	(626) 792-2519	(626) 792-9039
95	Painters and Drywall Finishers (Downey)	(562) 861-9616	(562) 861-6549
12	Operating Engineers	(626) 792-2519	(626) 792-9039
200	Plasterers	(909) 865-2240	(909) 865-9392
494	Plumbers & Fitters	(562) 490-4717	(562) 490-4715
250	Steamfitters	(310) 660-0035	(310) 329-2465
345	Landscape, Irrigation, Sewer and Storm Drain Fitters	(626) 357-9345	(626) 359-0359
709	Fire Sprinkler Fitters	(562) 698-9909	(562) 698-7255
1247	Resilient Floor & Decorative Cover	(562) 695-7402	(562) 699-6337
36	Roofers	(323) 222-0251	(323) 222-3585
105	Sheet Metal Workers	(909) 305-2800	(909) 305-2822
986	Teamsters (Drivers, Warehouse and Allied Workers)	(626) 350-9860	(626) 448-0986
18	Tile Layers	(909) 396-6700	(909) 396-6704

