

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
SAN DIEGO 6  
PROJECT LABOR AGREEMENT**

July 31, 2003 – Rev. 2

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**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**

**PROJECT LABOR AGREEMENT  
PREAMBLE**

This Project Labor Agreement (hereinafter, the “Agreement”) is entered into this 31st day of July, 2003, by and between Parsons Constructors, Inc., its successors or assignees (hereinafter “Parsons” or “Project Contractor”) and The Building and Construction Trades Department, AFL-CIO (hereinafter “Department”), on behalf of its affiliated International Unions, The Building and Construction Trades Council of California, The Building and Construction Trades Council of San Bernardino and Riverside Counties and its affiliated local unions, and the Southern California Conference of Carpenters, acting on its own behalf and on behalf of its members, (hereinafter, collectively called the “Union” or “Unions”), with respect to the new construction work within the scope of this Agreement directed by the Metropolitan Water District of Southern California (hereinafter, “Metropolitan” or the “Owner”), including an expansion and upgrade of the Robert A. Skinner Filtration Plant, the construction of a water delivery system known as “San Diego Pipeline No. 6”, and new construction under the direct control of the Owner on the designated recreational areas at the East and West ends of the Diamond Valley Lake, all as defined generally in Article II, Section 1 of this Agreement, and known as the “Project.”

It is agreed by the Parties to this Agreement that the Project Labor Agreement between the Union parties hereto and ARB, Inc., originally executed on October 11, 1994, and now known as the Diamond Valley Lake Project Labor Agreement, is superceded by this Agreement; that certain work within the scope of the Diamond Valley Lake Agreement is now within the scope of this Agreement; and that, as of the effective date of this Agreement, the Diamond Valley Lake Agreement, and all rights and obligations thereunder, are terminated except as to work awarded pursuant to that Agreement prior to such date.

It is understood by the parties to this Agreement that if this Agreement is acceptable to Metropolitan, it will become the policy of Metropolitan that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute a letter of assent agreeing to be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute the Agreement for purposes of covering such work.

The Project Contractor shall monitor the compliance with this Agreement by all contractors, who through their execution of this Agreement, or a Letter of Assent or other document binding them to this Agreement, together with their subcontractors, shall have become bound hereto. It is understood, however, that the current contractual arrangement between Metropolitan and the Project Contractor is of limited duration, not for the length of the Project, and that should said contract not be extended, and a new Project Contractor be designated, such Project Contractor will execute this Agreement and accept and undertake all the obligations, responsibilities and authority of the current Project Contractor for the implementation of this Agreement.

The term “Contractor” shall include all construction contractors and subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement, including the Project Contractor when it performs construction work within the scope of this Agreement. Where specific reference to Parsons alone is intended, the term “Project Contractor” is used.

The Unions, the Project Contractor and all signatory contractors agree to abide by the terms and conditions contained in this Agreement. This Agreement represents the complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Project Contractor.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project work who becomes a signatory hereto, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis, and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to the work of any contractor which is performed at any location other than the project site as defined in this Agreement.

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

## **ARTICLE I**

### **PURPOSE**

The timely and successful completion of this Project is critical to the ability of Metropolitan to meet the needs of the increasing population of Southern California and to prevent economic disruption and personal suffering caused by limited water supplies. The businesses and people of Southern California have endured extensive shortages of water in recent years and it is imperative that this Project be completed in a timely fashion, making effective use of the limited financial resources of the public in general, and Metropolitan in particular, in order to provide these services. It is therefore essential that the construction work be done in an efficient, economical manner in order to secure optimum productivity and to avoid any delays in the Project.

In recognition of the special needs of this Project and to maintain a spirit of harmony, labor management peace and stability during the term of this Project Labor Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise; and in recognition of such methods and procedures, the Unions agree not to engage in any strikes, slow downs or interruption of work and the Contractor agrees not to engage in any lock out.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

This Agreement, hereinafter designated as the “Project Labor Agreement” or “Agreement” shall apply and is limited to all new construction as defined in Section 1 of this Article performed by those contractor(s) of whatever tier which have contracts awarded for such work, which may include the Project Contractor, on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, or any other construction-related activities necessary for the expansion and modifications of the Robert A. Skinner Filtration Plant; the construction of San Diego Pipeline No. 6 and related facilities, and the completion of the infrastructure and recreational facilities undertaken, directed or controlled by the Owner, adjacent to the Diamond Valley Lake Reservoir, all of which are referred to as the “Project” and defined below.

**Section 1.** The Project is generally defined as and limited to:

(a) The retrofitting of the Robert A. Skinner Filtration Plant to treat water with an oxygen/ozone system (the “ORP”), including, but not limited to, site preparation, building construction, installation of facilities and equipment necessary for the oxygen/ozone system, and upgrading of the site electrical system;

(b) The expansion of the Robert A. Skinner Filtration Plant to increase its water treatment capacity to 630 million gallons per day (“Expansion No. 4”), including, but not limited to, the addition of a new filtration module and washwater reclamation facility, modifications to the solids handling facilities and chemical feed systems, and appurtenant work.

(c) The development of the San Diego Pipeline No. 6 (SD6), Project under the control and direction of the Owner, generally consisting of 6.5 miles of tunnel and two reaches, totaling approximately 12.5 miles, of buried pipeline construction (all of which is subject to design and routing changes) southward from the Robert A. Skinner Filtration Plant, with a total planned capacity of six hundred cfs; and

(d) New construction work awarded to contractors by the Owner for the development of the recreational facilities within the designated Recreation Area at the East and West ends of the Diamond Valley Lake Reservoir and immediately adjacent to the Reservoir, (a map indicating the boundaries of the Recreation Area is attached hereto as Exhibit A) including infrastructure development and construction of certain facilities, and those projects constructed within the Recreational Area under the direction and control of non-governmental third parties including The Western Center for Archeology and Paleontology and The Center for Water Education, as are subject to the prevailing wage laws of the State of California (except for those construction projects owned, controlled and contracted for by not-for-profit organizations operating primarily within the jurisdictions of Riverside or San Bernardino counties, constructing facilities for their own and the public’s use without the involvement of the Owner).

It is understood that the Owner will advise such not-for-profit organizations and local government organizations as are affected by Section 1(d) above, of the existence of the Project Labor Agreement and the value of such Project Labor Agreement for certain construction

programs, and that the Unions signatory to this Agreement shall permit such organizations to utilize this Agreement, at their request. It is further understood by the parties that the Owner may at any time and at its sole discretion determine to build segments of the Project under this Agreement not currently proposed, or to modify or not to build any one or more of the particular segments proposed to be covered.

**Section 2.** Items specifically excluded from the scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees.

(b) Equipment and machinery owned or controlled and operated by the Metropolitan Water District of Southern California (the “Owner”).

(c) All off-site manufacture and handling of materials, equipment or machinery (except at dedicated lay-down or storage areas).

(d) All employees of the Project Contractor, design team or any other consultant of Metropolitan not performing manual labor with the scope of this Agreement.

(e) Any work performed on or near or leading to or on the site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or non-profit organizations (as described in Section 1(d) above) operating for the benefit of the community, or their contractors; or by public utilities or their contractors; and/or by the Owner or its contractors (for work which is not part of the scope of this Agreement).

(f) Construction under the direction and control of the Valleywide Recreation District and the construction by any party, including the Owner, of hiking and other trails within the Recreation Area and adjacent Reserve.

(g) Off-site maintenance of leased equipment and on-site supervision of such work.

(h) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranty or guarantee.

(i) Laboratory work for specialty testing or inspections not ordinarily done by the signatory local unions.

(j) Non-construction support services contracted by the Owner or Project Contractor in connection with this Project.

(k) All work by employees of the Metropolitan Water District of Southern California.

**Section 3.** (a) The Owner, the Project Contractor, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any Agreements between such contractor and any union party provided only that such Contractor is willing, ready and able to execute the Letter of Assent (attached as Exhibit B) to and comply with this Project Labor Agreement, should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all subcontractors of a Contractor, of whatever tier, who have been awarded contracts for work covered by this Agreement on or after the effective date of this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or a Letter of Assent, and submission of such to the Project Contractor, prior to the commencement of work. A copy of the Agreement or Letter of Assent executed by the Contractor shall be available for review by the Union.

**Section 4.** (a) The provisions of this Project Labor Agreement (including the Schedule A's, which are the local Collective Bargaining Agreements of the signatory unions having jurisdiction over the work on the Project (as may be changed from time-to-time consistent with Article XVII, Section 2) and are incorporated herein by reference) shall apply to the work



covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreements which may conflict with or differ from the terms of this Agreement; provided, however, such does not apply to the NTL Articles of Agreement or the Elevator Constructors (except, in the latter case, as provided in Exhibit C). Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall prevail. Where subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees on the Project shall be resolved by H. Block, Esq., Impartial Arbitrator, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced Schedule A's constitute a self-contained, stand-alone agreement and by the virtue of having become bound to this Project Labor Agreement the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

**Section 5.** The Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

**Section 6.** (a) This Agreement shall be limited to the new construction work within the scope of this Agreement for which bids have been received on and after the effective date of this Agreement, including, specifically, site preparation and related demolition work, and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by the Owner for its own account on the property or in and around the construction site.

(b) The parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work when a government agency or granting authority partially or fully funding such Project Work determines that it will not fund such Work if it is covered by this Agreement; or a law, regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exist.

The Owner agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

**Section 7.** It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Owner or the Project Contractor and/or any Contractor.

**Section 8.** None of the provisions of this Agreement shall be construed to prohibit or restrict employees of The Metropolitan Water District of Southern California or its contractors from performing work not covered by this Agreement (e.g., not within the descriptions in Section 1, above) on or around the construction site, including normal repair, renovation and maintenance of existing facilities. As areas of covered work are accepted by the Owner, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Owner to engage in repairs or punch list modifications.

**Section 9.** It is understood that the Owner, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time.

### **ARTICLE III**

#### **UNION RECOGNITION AND EMPLOYMENT**

**Section 1.** The Contractor recognizes the Union as the sole and exclusive bargaining representative of all craft employees working on the Project within the scope of this Agreement.

**Section 2.** The Contractor shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Article IV, Section 3 below.

**Section 3.** For local unions now having a job referral system as contained in Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as it may be modified by this Article. Such job referral system will be operated in a non-discriminatory manner and in full compliance with Federal, state, local laws and regulations which require equal employment opportunities and non-discrimination, and

referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the contractors to meet any and all equal employment opportunity/affirmative action obligations. The Contractor may reject any referral for any reason, provided the Contractor complies with Article X, Section 6(a).

**Section 4.** In the event that local unions are unable to fill any requisitions for employees within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants from any other available source. The Contractor shall inform the Union of any applicants hired from other sources.

**Section 5.** The local unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

**Section 6.** The local unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the manpower requirements of the Contractor, including specific employment obligations to which the Contractor may be legally obligated. The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of the area of the Project to meet the needs of this Project and the requirements of the industry generally. Toward that end, the unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified residents as journeymen, apprentices and trainees on this Project and entrance into such apprenticeship and training programs as may be operated by the signatory local unions.

**Section 7.** In the event that a signatory local union does not have a job referral system as set forth in Section 3 above, the Contractor shall give the union equal opportunity to refer applicants. The Contractor shall notify the union of employees hired from any source other than referral by the union.

**Section 8.** In the event the local unions either fail, or are unable, to refer qualified minority or female applicants to meet the affirmative action commitments to which the Contractor is legally bound by contract or law, the Contractor may employ qualified minority or female applicants from any other available source.

**Section 9.** No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on the Project; provided, however, that an employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project work to the extent, as required by law, of rendering payment of the applicable monthly dues and all fees uniformly required for union membership in the local union which is signatory to this Agreement, consistent with the terms of the clarification of July 26, 1996 (attached hereto as Exhibit D), entered into by and between the parties to the Project Labor Agreement now known as the Diamond Valley Lake Project Labor Agreement.

**Section 10.** The parties recognize the Owner's commitment to provide opportunities to participate on the Project to small, emerging, local and minority and women owned business enterprises, as well as other enterprises which may not have previously had a relationship with the unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to the current collective bargaining agreement with the signatory union having jurisdiction over the affected work is a successful bidder, that Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who meet the following qualifications:

- (1) possess any license required by state or federal law for the Project work to be performed;
- (2) have worked a total of at least 2,000 hours in the construction craft during the prior 3 years;

(3) were on the Contractor's active payroll for at least 90 out of the 180 calendar days prior to the contract award;

(4) have the ability to perform safely the basic functions of the applicable trade.

The Union will refer to such Contractor one employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees and shall repeat the process as follows: one from the hiring hall and one "core" employee; two from the hiring hall and one "core" employee; two from the hiring hall and one "core" employee; one from the hiring hall and one "core" employee; and two from the hiring hall and one "core" employee, until such contractor's crew requirements are met or until such contractor has hired six such "core" employees, whichever occurs first. Subsequently, such Contractor may employ "core" employees to maintain a 15% "core" employee ratio up to a maximum of 75 employees, per contractor by craft. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list.

**Section 11.** Except as provided in Article IV, Section 3, individual seniority shall not be recognized or applied to employees working on the Project.

**Section 12.** The selection of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

**Section 13.** To assist the Union parties in the administration of the Agreement, the Contractor shall deduct in each pay period from the wages of each employee who authorizes it in writing pursuant to a lawful wage assignment authorization, four cents (\$.04) per hour for each hour worked or paid and shall remit each month two cents (\$.02) per hour so deducted to the Building and Construction Trades Council of California and the remaining two cents (\$.02) per hour so deducted to the San Bernardino and Riverside Counties Building and Construction Trades Council.

## ARTICLE IV

### UNION REPRESENTATION AND STEWARDS

**Section 1.** Authorized representatives of the Union shall have access to the Project, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project. It is understood that because of the geographical scope of the Project, and the type of work being undertaken on the Project site, visitors may be limited to certain times, or areas, or to being accompanied at all times while on the Project site; with this in mind, however, the Contractor recognizes the right of access set forth in this Section and such will not be unreasonably withheld from an authorized representative of the Union.

**Section 2.** (a) Each signatory local union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working steward. Stewards will receive the regular rate of their respective crafts.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's Contractor and if applicable, subcontractors, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his union duties.

(c) When a contractor has multiple, non-contiguous work locations on the site, he may request, and the union shall appoint such additional working stewards as he requests to provide independent coverage of one or more such locations. In such cases a steward may not service more than one work location without the approval of the contractor.

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

**Section 3.** The Contractor agrees to notify the appropriate union twenty-four (24) hours prior to the layoff of a steward, except in the case of disciplinary discharge for just cause. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause, the appropriate union shall be notified immediately by the Contractor.

**Section 4.** Personnel of the Metropolitan will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with Metropolitan personnel, or with personnel employed by any other employer not a party to this Agreement.

## ARTICLE V

### **MANAGEMENT'S RIGHTS**

**Section 1.** The Contractor retains the full and exclusive authority for the management of its operations. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

**Section 2.** There shall be no limitation or restriction by a signatory union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the Owner may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring special knowledge

of the particular item(s), may be performed by employees of the vendor or other companies where employees working under this Agreement lack the required skills.

**Section 3.** The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the contractor and the union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

## ARTICLE VI

### **WORK STOPPAGES AND LOCKOUTS**

**Section 1.** There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule A's) by the Union or employees against any contractor covered under this Agreement and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the project construction site is a violation of this Article.

**Section 2.** The Contractor may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of 180 days. The Project Contractor and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

**Section 3.** (a) If the Contractor contends that any Union has violated this Article or the provisions of Article XVII, Section 3, it will notify in writing the International President(s) of the Local Union(s) involved, advising him of the fact, with copies of such notice to the Local Union(s) involved and the Building Trades Council. The International President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or



Unions to cease any violation of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Contractor setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 4.

**Section 4.** Any party, including the Owner, whom the parties agree is a party in interest for purposes of this Article, or the Project Contractor, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article XVII is alleged:

(a) A party invoking this procedure shall notify John Kagel, Esq. whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail but will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after the notice to the International President(s) required by Section 3, above.

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

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, or of Section 3 of Article XVII, has in fact occurred. The arbitrator shall have

no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires an opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove 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 Award as issued under Section 4(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their last known address by registered mail.

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

(g) The fees and expenses of the arbitrator shall be equally divided between the moving party or parties and the party or parties respondent.

**Section 5.** Procedures contained in Article VII shall not be applicable to any alleged violation of this Article, with the single exception that any employee discharged for violation of Section 1, above, may resort to the procedures of Article VII to determine only if he was, in fact, engaged in that violation.

**Section 6.** The Project Contractor is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all

notifications required under these articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

## **ARTICLE VII**

### **DISPUTES AND GRIEVANCES**

**Section 1.** (a) This Agreement is intended to provide close cooperation between management and labor. The Project Contractor and the San Bernardino and Riverside Counties Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the Department, the International and Local Unions, together with the Contractor, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays or work stoppages.

(b) The Project Contractor, Contractors, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

**Section 2.** Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VI, Section 1) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) When any employee subject to the provisions of this Agreement feels he is aggrieved by a violation of this Agreement, he shall, through his Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short

description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved unless endorsed by the Project Contractor within five (5) days after resolution has been reached.

(b) Should the Local Union(s) or Project Contractor or any other contractor have a dispute with the other party and, if after conferring within ten (10) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within three (3) working days, the dispute shall be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. (a) The Business Manager of the involved Local Union or his Designee, together with the International Union representative of that union, the site representative of the involved Contractor, and the labor relations representative of the Project Contractor shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a permanent panel of four (4) arbitrators pre-selected by the parties negotiating this Agreement (Block, Estes, Rappaport, Zigman, Esq). If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor and the involved Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is

agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 3.** No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance.

**Section 4.** The Project Contractor shall be notified by the involved Contractor of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate fully in all proceedings at these steps.

## **ARTICLE VIII**

### **JURISDICTIONAL DISPUTES**

**Section 1.** Work shall be assigned by the Contractor in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (hereinafter the “Plan”), and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between and/or among the Unions. Such assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Project Contractor will give notice of such pre-job conferences to signatory local counsel who may attend if they wish.

**Section 2.** (a) The parties agree that all jurisdictional disputes over division of work will be settled in accordance with the procedural rules and regulations of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1984, or any successor plan. All Contractors on this project agree to assign work and be bound to the terms and conditions of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry, and all signatory Unions agree that the assignments of the Contractors shall be followed until the dispute is resolved in accordance with this section.

(b) Any award or resolution made pursuant to this procedure, shall be final and binding on the disputing Unions and the involved Contractor under this Agreement only, and may be enforced in any court of competent jurisdiction in accordance with the Plan. Such award or resolution shall not establish a precedent on any construction work not covered by this

Agreement. In all disputes under this Article, the Project Contractor shall be considered a party in interest, with a full right of participation.

**Section 3.** In making any determination hereunder, there shall be no authority to assign work to a double crew, that is, to more employees than the minimum required to perform the work involved; nor to assign the work to employees who are not qualified to perform the work involved. This does not prohibit the voluntary establishment, with the agreement of the involved Contractor, of composite crews where more than one (1) employee is needed for the job; or the designation of such composite crews pursuant to the Order under the Plan. The aforesaid determination shall decide only to whom the disputed work belongs.

**Section 4.** There will be no strikes, work stoppages, slow downs, or other disruptive activity arising out of any jurisdictional dispute. Pending the resolution of the dispute, the work shall proceed as assigned by the Contractor. The award or resolution shall be confirmed in writing to the involved parties. There shall be no strike, work stoppage or interruption in protest of any such award or any resolution.

## **ARTICLE IX**

### **WAGES AND BENEFITS**

**Section 1.** 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 rate determination. If a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate retroactive to the effective date of the locally negotiated wage increase. 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's, except as otherwise provided in this Agreement.

**Section 2.** All employees covered by this Agreement may be paid by check and shall be paid no later than the end of the work shift Friday. No more than three (3) days' wages may be withheld. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

**Section 3.** Contractor is to pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and to make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor and the 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 this Project. Bona fide jointly-Trusteed benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XVII, Section 2 of this Agreement. Such contributions shall be made in compliance with the applicable prevailing rate determination.

The Contractor adopts and agrees to be bound by the written terms of the legally established trust agreement specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Pursuant to Article II, Section 4(b), the Contractor is not obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the Scope of this Agreement, provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the Trustees or Administrator of the Trust Fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not attempt to bind the Contractor beyond the terms and conditions of this Agreement and/or expand the Contractor's obligation to make contributions pursuant to this Agreement.

## **ARTICLE X**

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY**

**Section 1.**     Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 A.M. and 5:30 P.M., plus one-half (½) hour unpaid for lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Monday and conclude on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week.

**Section 2.**     Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time, which is defined as 15 minutes before the scheduled end of the shift. This 15 minutes shall be used for pickup, clean up and travel. The place of work shall be defined as the gang or tool box, or equipment at the employee's assigned work location or the place where the foreman gives instructions; provided, however, that for tunnel work, the place of work shall be the portal, and pay shall be on a portal-to-portal basis. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

**Section 3.**     Overtime. Overtime shall be paid in accordance with the requirements of the General Prevailing Wage Determination applicable to this Project. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. Steward overtime shall be as provided in the applicable Schedule A, provided the steward is qualified to perform the work available. There shall be no pyramiding of overtime pay under any circumstances.

**Section 4.**     (a)     Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the union, unless a shorter notice period is provided in the applicable Schedule A, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day



minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period. Any third shift shall consist of six and one half (6½) hours of continuous work exclusive of one-half (½) hour non-paid lunch period for eight (8) hours straight time pay without any premium or differential. (For tunnel work, when a multi-shift schedule is in effect, all shifts shall be compensated eight (8) hours straight time for seven and one-half (7½) hours worked. No wage premium or differential shall be paid for any shift on this schedule).

The last shift starting on or before 6:00 P.M. Friday shall be considered Friday work time; while the first shift ending at or after 6:00 A.M. on Monday shall be considered Monday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following. Pay for the second shift shall be at the employee's base wage rate for first shift, plus the second shift differential, if any, established in the applicable Schedule A as of July 1, 1994.

(b) The Contractor may, upon five (5) days' notice to the appropriate union(s), establish a work week of four (4) consecutive ten (10) work hour days (exclusive of one-half hour unpaid lunch, approximately midway through the shift). Such work week shall consist of the same four days each week, with a fifth day available as a make-up day if needed and not prohibited by the applicable Schedule A. Pay compensation for such shifts shall be at the applicable rates established for first and second shift work in this Agreement, with the addition of premium levels, if any, as required by the applicable general prevailing wage determination.

**Section 5.** Holidays. Recognized holidays on this Project shall be those as set forth and governed by the prevailing wage determination applicable to this Project; unless and until such may be, and is, revised by mutual agreement of the parties to this Agreement.

**Section 6.** (a) Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive a minimum of four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours, but less than six (6) hours, shall be paid for six (6) hours, and

employees working beyond six (6) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or their designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) When an employee who is sent to the job site from the union referral facility in response to a request by the Contractor for an employee for one (1) day starts work, the employee will be paid eight (8) hours.

(c) Call Out Pay. Any employee called out to work outside of his/her shift shall receive a minimum of four hours pay at the appropriate rate, including any applicable premium. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

(d) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 3, the employee shall be paid only for the actual time worked.

(e) In all cases, if the employee is reporting on a day on which a premium rate is paid, reporting pay shall be calculated at that rate.

**Section 7.** Time Keeping. The Contractor may utilize brassing systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

**Section 8.** Meal Period. The Contractor will schedule a meal period not more than one-half hour duration at the work location at approximately four (4) hours into the scheduled work shift, consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

**Section 9.** Make-up Day. To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day (whole day only) may be worked on Saturday (unless prohibited by the applicable Schedule A) for which the employee shall receive eight (8) hours paid at the straight time rate of pay or at any premium rate required for such hours under the prevailing wage law.

## ARTICLE XI

### **APPRENTICES**

**Section 1.** The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the Contractor(s) will employ apprentices in their respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

**Section 2.** Apprentices may comprise up to thirty-three and one-third (33-1/3) percent of each craft's work force at any time, unless an applicable Schedule A provides for a greater percentage. The union agrees to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage, and there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised. The apprentice ratio for each craft shall be in compliance with the applicable prevailing wage determination. If the Schedule A and prevailing wage determination permit, other non-journeyman classifications may be utilized at the Contractor's discretion as part of the thirty-three and one-third (33-1/3) percent ratio.

## ARTICLE XII

### **SAFETY, PROTECTION OF PERSON AND PROPERTY**

**Section 1.** (a) 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 Owner, the Project Contractor and/or the Contractor. It is understood that the

employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Owner.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the Project Contractor and/or the Owner. 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.

(c) At the discretion of the Owner, the Project Contractor may institute, after discussion with the Union, the DISA Plan as implemented under the Inland Feeder and DVL Project Labor Agreements, or such other reasonable substance abuse testing program(s), or modifications to the DISA Plan, as the Owner and/or Project Contractor may deem reasonable for the Project. Should such program be instituted, it is agreed that (i) no person referred from the hall or otherwise employed pursuant to this Agreement, shall be allowed on-site as an employee until such person has completed and passed any test required under the Program, (ii) a person who is put to work immediately after having passed the test shall be paid starting at the time he reported for the test(s), and (iii) where a contractor requests a person to report for purposes of pre-hire substance abuse test, and does not intend to place him in an active work position on that day, that person shall receive four (4) hours of pay at the regular straight time hourly rate if the test is negative. Until such time as such a project-wide program may be instituted, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project pursuant to their terms.

**Section 2.** The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice. All employees shall comply with the security procedures established by the Owner, Project Contractor and/or Contractor.

**Section 3.** A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

**Section 4.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

**Section 5.** Workers' Compensation. The parties recognize the potential which the Project may provide for the implementation of a cost-effective workers' compensation system as permitted by Revised California Labor Code Section 3201.5 and as has been previously utilized by the Metropolitan and the Union Parties to this Agreement. Should the Owner request, the Union parties agree to meet and negotiate in good faith with representatives of the Project Contractor and/or the Owner for the development, and subsequent implementation of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

**Section 6.** Joint Labor-Management Committees

(a) Labor-Management Committee. The negotiating parties to this Agreement will form a joint committee consisting of representatives selected by the Project Contractor and the Union, to be chaired jointly by a representative of each. The purpose of the Committee shall be to promote harmonious and stable labor management relations on the Project, to ensure effective and constructive communication between labor and management parties and to advance the proficiency of working people in the industry. The Committee shall meet on a schedule determined by the committee or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor-management problems that may arise, and any other matter consistent with this Agreement. Meetings shall be chaired, on a rotating basis, by a representative of the Project Contractor and a Representative of the Union. Substance of grievances or disputes arising under Articles VI, VII, and or VIII shall not be review or discussed by this committee, but shall be processed pursuant to the provisions of the appropriate article. The Project Contractor shall be responsible for the scheduling of the meetings and the preparation of the Agenda, with input from the union, the contractors and the owner. Notice of the date, time and place of the meeting shall be given to committee members at least three (3) days prior to the meetings. The Owner shall be notified of the meetings and invited to send a representative(s) to participate.

(b) Safety Committee. A Joint Safety Committee is hereby established. The Project Contractor and the Union shall each designate five (5) representatives to sit on this Committee, which shall be jointly chaired by the site safety representative of the Project Contractor (or designee) and an official of the signatory local Building Trades Council (or designee) appointed by the Union. The Committee shall meet at least monthly, or more often at the call of the Joint Chairs, to receive reports on safety programs instituted by the Owner, the Project Contractor and the individual contractors on the Project site and to discuss and advise such parties to the Agreement with regard to recommended safety programs and procedures to maintain the highest level of occupational safety on the Project site. The Joint Chairs shall rotate the position of Meeting Chair on a monthly basis.

## **ARTICLE XIII**

### **NON-DISCRIMINATION**

**Section 1.** The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation in any manner prohibited by law or regulation. The Union shall cooperate with the Contractors' obligations to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved contractor for consideration and resolution.

**Section 2.** It is recognized that special procedures may be established by joint agreement of the parties to this Agreement and governmental agencies for the training and

employment of persons who have not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that they will make all good faith efforts to assist in the proper implementation of such orders, regulations or agreements for the general benefit of the residents of Southern California.

**Section 3.** It is recognized that the Owner has certain policies and commitments for the utilization of small, emerging, local and minority and women owned business enterprises as well as other enterprises which may not have previously had a relationship with the unions signatory to this agreement. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any small, emerging, local minority or woman owned or other business enterprise successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and the letter of the Owner's policies and commitments and all applicable Federal, state and local rules and regulations relating to employment and utilization of minorities and minority and/or women owned businesses.

#### **ARTICLE XIV**

##### **TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowance and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

#### **ARTICLE XV**

##### **WORKING CONDITIONS**

**Section 1.** There will be no rest periods, organized coffee breaks or other non-working time established during working hours, except as required by applicable prevailing wage law or regulation. Individual coffee containers will be permitted at the employee's work location.

**Section 2.** The Owner and/or the Project Contractor shall establish such reasonable Project rules as the Owner or Project Contractor deems appropriate and not inconsistent with this

Agreement. These rules will be explained at the pre-job conference and posted at the Project site by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employer may be grounds for discipline, including discharge.

**Section 3.** There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved.

**Section 4.** Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## ARTICLE XVI

### **SAVINGS AND SEPARABILITY**

**Section 1.** It is not the intention of either the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Contractor and Union agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

**Section 2.** The parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on the Project. Notwithstanding such an action by the Owner, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, to the maximum extent legally possible.



**Section 3.** The occurrence of events covered by Sections 1 and/or 2 above shall not be construed to waive the prohibitions of Article VI.

## ARTICLE XVII

### **DURATION OF THE AGREEMENT**

This Project Labor Agreement shall be effective on August 31, 2003, and shall expire on August 31, 2010, except for work within the scope of the Agreement, as described in Article II, Section 1, awarded prior to that date.

**Section 1.** (a) **Turnover.** Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments has been turned over to the Owner by the Contractor and the Owner has accepted such phase, portion, section or segment. As areas and systems of the Project are inspected and construction tested and/or approved by the Project Contractor and accepted by the Owner or third parties with the approval of the Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the Project Contractor or Owner to engage in repairs or modifications required by its contract(s) with the Owner or Project Contractor.

(b) **Notice.** Notice of each final acceptance received by the Contractor will be provided to the union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Owner and Notice of Acceptance is given by the Owner to the Contractor.

(c) **Termination.** Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the union of a notice from the Project Contractor or Owner saying that no work remains within the scope of the is Agreement for the Project Contractor or its successor.

**Section 2.** Schedule A’s incorporated as part of this Project Agreement shall continue in full force and effect until a Contractor and/or union parties to the Collective Bargaining Agreements which are the basis for such Schedule A’s notify the Project Contractor of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the contractor than those uniformly required of contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be referred to H. Block, Esq., Impartial Arbitrator, for resolution under the procedures established in Article VII. As part of this understanding, the Contractor agrees and consents to pay the increased wages and increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on the Project retroactively to the expiration date of the applicable Schedule A, provided, however, if the provisions of any such new collective bargaining agreement provide that said increases shall not become effective until a later date after the date following the expiration date, then that later date shall prevail.

**Section 3.** The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting the Project by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule A's, nor shall there be any lock-out on this Project affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

(\* Signatures on file with Parsons Constructors Inc.)

\* For the Project Contractor:

\* For the Union:

\_\_\_\_\_

\_\_\_\_\_  
President  
Building and Construction  
Trades Department, AFL-CIO

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President  
Building and Construction  
Trades Council of California

---

San Bernardino and Riverside  
Counties Building and  
Construction Trades Council

International Unions

INTERNATIONAL ASSOCIATION  
OF HEAT AND FROST INSULATORS  
AND ASBESTOS WORKERS:

---

INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND  
HELPERS:

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INTERNATIONAL UNION OF  
BRICKLAYERS AND ALLIED  
CRAFTSMEN:

---

UNITED BROTHERHOOD OF  
CARPENTERS AND JOINERS OF  
AMERICA:

---

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS:

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INTERNATIONAL ASSOCIATION OF  
BRIDGE, STRUCTURAL AND  
ORNAMENTAL IRON WORKERS:

---

LABORERS' INTERNATIONAL UNION OF  
NORTH AMERICA:

---

INTERNATIONAL UNION OF  
ELEVATORS CONSTRUCTORS:

---

INTERNATIONAL UNION OF OPERATING  
ENGINEERS:

---

OPERATIVE PLASTERS' AND CEMENT  
MASONS' INTERNATIONAL  
ASSOCIATION OF THE UNITED STATES  
AND CANADA:

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INTERNATIONAL BROTHERHOOD OF  
PAINTERS AND ALLIED TRADES:

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UNITED UNION OF ROOFERS,  
WATERPROOFERS AND ALLIED  
WORKERS:

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SHEET METAL WORKERS'  
INTERNATIONAL ASSOCIATION:

---

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS:

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UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING  
INDUSTRY OF THE UNITED STATES  
AND CANADA:

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Signatory Local Unions

By: \_\_\_\_\_

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## **INDEX ADDENDUM**

EXHIBIT A – DVL RECREATION AREAS MAP

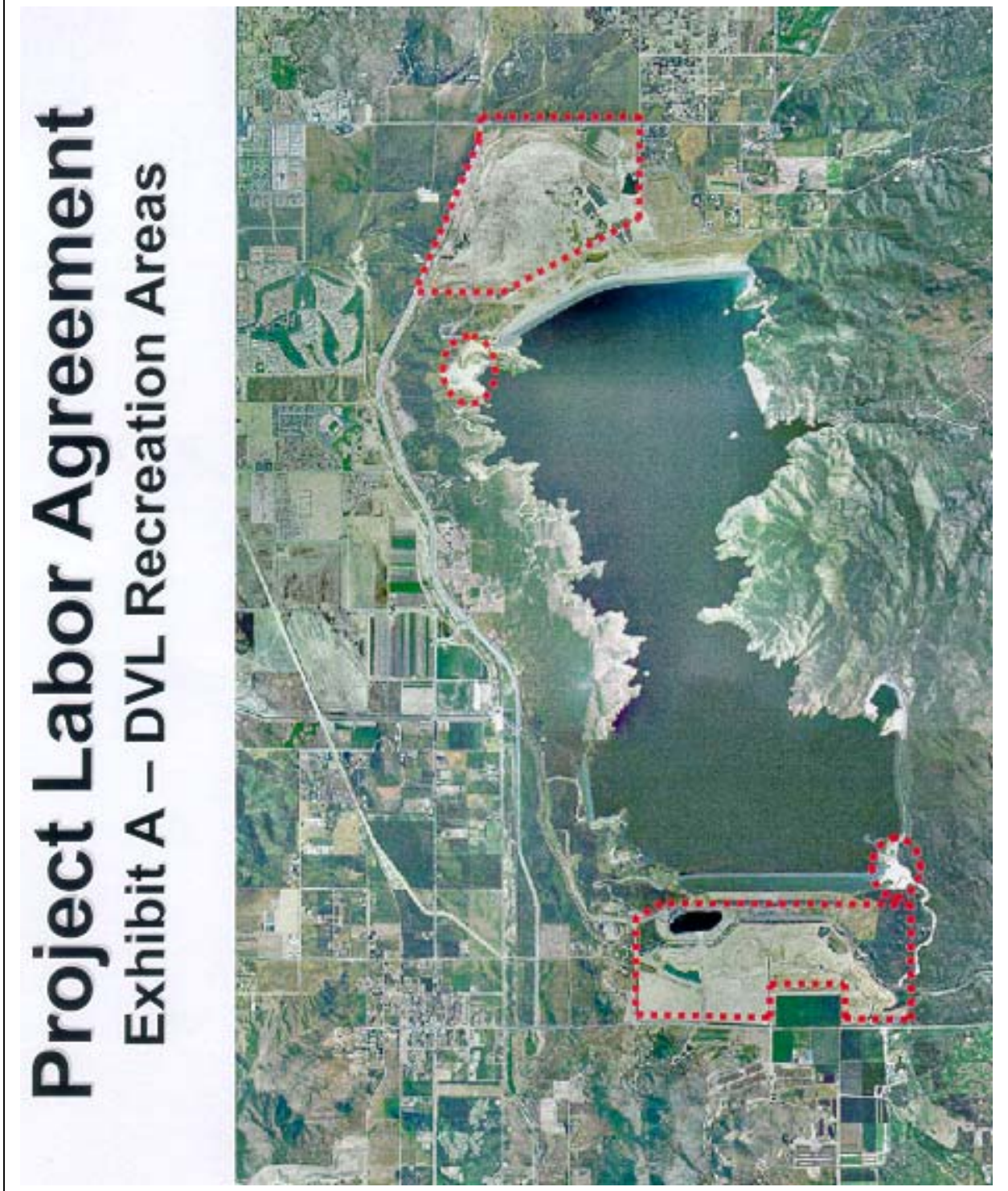
EXHIBIT B – LETTER OF ASSENT

EXHIBIT C – INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

EXHIBIT D – CLARIFICATION of July 26<sup>th</sup>, 1996, regarding Article III, Section 9



EXHIBIT A – DVL RECREATION AREAS



# Project Labor Agreement

## Exhibit A – DVL Recreation Areas

EXHIBIT B - LETTER OF ASSENT

To be signed by all Contractors and Subcontractors awarded work covered by the Project Labor Agreement before issuance of a NTP or starting work.

[Contractor's Letterhead]

Project Contractor  
c/o Metropolitan Water District of Southern California

\_\_\_\_\_  
Los Angeles, CA \_\_\_\_\_

Attn:

Re: Metropolitan Water District of Southern California Project Labor Agreement – July, 2003

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by the Metropolitan Water District of Southern California Project Labor Agreement, effective August 31, 2003, as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. or identifying description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all their work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [ \_\_\_\_\_ ]  
Name and Title of Authorized Executive

[Copies of this Letter must be submitted to the Project Contractor consistent with Article II, Section 3(b)].

EXHIBIT C – INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

Morgan, Lewis & Bockius LLP  
1111 Pennsylvania Avenue, NW  
Washington, DC 20004  
Tel: 202.739.3000  
Fax: 202.739.3001  
www.morganlewis.com

**Morgan Lewis**  
C O U N S E L O R S   A T   L A W

**E. Carl Uehlein, Jr.**  
202-739-5075  
ECUehlein@morganlewis.com

August 5, 2003

VIA FEDERAL EXPRESS

Dana A. Brigham  
General President  
International Union of Elevator Constructors  
5565 Sterrett Place, Suite 310  
Columbia, Maryland 21044

Mr. Ernie Brown  
Business Manager  
International Union of Elevator Constructors  
Local 18  
100 South Mentor Avenue  
Pasadena, CA 91006

Re: Metropolitan Water District of Southern California – Robert A. Skinner Water Treatment  
Plant/Diamond Valley Lake Recreation Area Project Labor Agreement

Gentlemen:

Consistent with procedures we have previously followed with regard to Project Labor Agreements covering construction work under the direction and control of the Metropolitan Water District, I enclose for your review and execution a copy of the above-referenced Agreement, negotiated with Building and Construction Trades Department, the California State Building & Construction Trades Council, and the Riverside and San Bernardino Counties Building & Construction Trades Council on July 31. In consideration of the execution of the Agreement by the IUEC and its Local 18, Parsons Constructors, Inc. and the Unions specifically agree that where there is a conflict, the terms and conditions of the Project Labor Agreement shall supersede and override the terms and conditions of any and all other national, area or local collective bargaining agreements, except that the work of the International Union of Elevator

1-WA/2032539.1

Philadelphia Washington New York Los Angeles Miami Harrisburg Pittsburgh  
Princeton Northern Virginia London Brussels Frankfurt Tokyo

EXHIBIT C – INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS  
(Cont'd.)

Morgan Lewis  
C O U N S E L O R S   A T   L A W

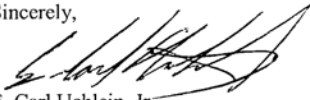
Gentlemen  
August 5, 2003  
Page 2

Constructors within the scope of this Project Labor Agreement shall be performed under the terms of its National Agreement, with the exception of Articles VI, VII, and VIII, which shall apply to such work; and with the further understanding that work within the Scope of the Agreement will be awarded consistent with the terms of the Project Labor Agreement provided that the successful contractor (and subcontractors of whatever tier) agree to execute the letter of assent (Exhibit B) to the Agreement; and finally with the understanding that all employee working within the scope of the Agreement and within the craft jurisdiction of the International Union of Elevators Constructors shall be referred and/or employed in a manner consistent with Article III of the Project Labor Agreement.

If you are in agreement with the above understandings, we would appreciate your execution of a copy of this letter and the Agreement, and returning the executed copies to the undersigned.

Thank you for your cooperation in this matter. The Metropolitan Water District of Southern California and Parsons Constructors, Inc. look forward to working with the International and Local 18 on this Project.

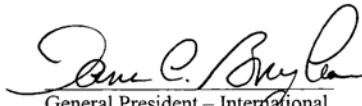
Sincerely,



E. Carl Uehlein, Jr.  
Special Counsel for the Metropolitan Water District  
of Southern California and Parsons Constructors, Inc.

cc: Metropolitan Water District of Southern California  
Parsons Constructors, Inc.

AGREED:



General President – International  
Union of Elevator Constructors

AGREED:

Business Manager, Local 18  
International Union of Elevator  
Constructors

## EXHIBIT D

### Clarification of July 26, 1996 regarding Article III, Section 9:

“Article III, Section 9 – There has been some confusion about the application of this Section. Signatory unions, contractors and employees are uncertain as to the type and level of “fees” referenced in this Section. As a result, SCA has reviewed the matter and has issued the following clarification, which is consistent with the original understandings reached at the negotiations in September, 1994:

- (1) any employee referred for work under the Agreement who is a member of the referring union must maintain his/her membership in good standing during such time as he/she works under the agreement;
- (2) employees referred or otherwise placed for work under this Agreement who are not members of a signatory union at the time, may be required by the union within whose jurisdiction they are working, to pay, after having been employed under the Agreement for more than seven (7) calendar days, the membership dues (including supplemental working dues, if any) and, if referred, any hiring hall utilization fees, which are uniformly required of members by that union. In addition, at that time, should the signatory union wish to offer membership to such employee, it may further request the employee:
  - (A) to pay one third (1/3) of the standard initiation fee established for membership in the appropriate union (such payment not to exceed \$150); and
  - (B) to pay, after forty-five (45) calendar days of employment, a further third (not to exceed \$150) of such initiation fee; and
  - (C) to pay, after sixty (60) calendar days of employment, the final third (not to exceed \$150) of the initiation fee for membership in the appropriate union; and
  - (D) to pay, after ninety (90) calendar days of employment, [if] (A)-(C) do not equal the initiation fee of the union, the remainder of such fee.
- (3) Unions requesting the initiation fee payments as described above may do so only if they are prepared, upon full payment of initiation fees (under the payment procedure described above, or the voluntary payment by the employee once the first installment has been requested), to offer full membership in the applicable local union.
- (4) Employees to whom this interpretation applies, if they are re-referred or replaced on the project after initial employment has ceased, shall receive credit for any previous installments made. The calculation of time for installments due will be based upon a tolling of the time from the date on which the initial employment period ceased to the re-referral or replacement on the project (and similarly, for any second, third or fourth referral).”