

# *CITY OF LOS ANGELES*

HARBOR DEPARTMENT



## ***HARRY BRIDGES BOULEVARD BUFFER PROJECT LABOR AGREEMENT (PLA)***



***WITH***

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

Affiliated with the Building & Construction Trades Department (AFL/CIO)  
Craft International Unions and any other craft labor Unions signatory to this  
Agreement

PROJECT LABOR AGREEMENT  
HARRY BRIDGES BOULEVARD BUFFER

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**PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES HARBOR DEPARTMENT**

**INTRODUCTION AND FINDINGS**

The Project will develop approximately 30 acres of land in the Wilmington area of the Port of Los Angeles. Work includes but is not limited to demolition and removal of pavements, curb, gutters, and fencing, substructures, and other site improvements; earthwork; construction of pedestrian bridges, iconic bridge, retaining walls, and on-site buildings, construction of pavement and paving, fencing, railings, signage, water features, playground, site furnishings and pavement markings; and construction of water, sewer, gas, storm drainage, irrigation, planting, lighting, relocated petroleum lines, electrical, and communications and security systems.

The purpose of this Project Labor Agreement (“Agreement”) is to promote efficiency of construction operations during the construction of the Project and provide for 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 are 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 project(s) 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 Los Angeles, 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(s), 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 contractors for the construction of the Project will be awarded in accordance with the applicable provisions of the Department's Administrative Policies and Procedures; and

WHEREAS, the Agreement is not intended to have an adverse impact on the policy of the City of Los Angeles to maximize business opportunities for minority and women businesses in Department contracts; and

WHEREAS, the Department has the absolute right to select the lowest and best regular responsible bidder for the award of construction contracts on the Project; 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**

### **DEFINITIONS**

1.1 "Agreement" means Project Labor Agreement.

1.2 "Board" means the City of Los Angeles Board of Harbor Commissioners.

1.3 "City" means the City of Los Angeles.

1.4 "City Customer" means the City of Los Angeles Harbor Department

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

1.6 "Construction contract" means the Harry Bridges Boulevard Buffer project awarded by the Board.

1.7 “Contractor/Employer” means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the Department or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the Board.

1.8 “Trades Council” means Los Angeles/Orange Counties Building and Construction Trades Council (LA/OCBCTC).

1.9 “Engineer” means the Chief Harbor Engineer of the City of Los Angeles Harbor Department, Construction Division, or its authorized representative.

1.10 “Department” means the City of Los Angeles Harbor Department.

1.11 “Letter of Assent” means agreement acceptance letters by all Subcontractors/ Employer(s) or Owner Operators.

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

1.13 “Project” means the Department awarded construction contract for the Harry Bridges Boulevard Buffer.

1.14 “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.

1.15 “Disadvantaged Worker” means an individual whose primary place of residence is within the City or the other cities listed in Section 7.4 of this Agreement and who, prior to commencing work on the Project, either (a) has a household income of less than 50% of the AMI or (b) faces a least one of the following barriers to employment: being homeless; being a custodial single parent; receiving public assistance; lacking a GED or high school diploma; having a criminal record or other involvement with the criminal justice system; or suffering from chronic unemployment.

1.16 “Local Resident” means an individual whose primary place of residence is within the City or the other cities listed in Section 7.4 of this Agreement (see Attachment D for zip codes).

1.17 “Jobs Coordinator” means an independent third-party individual or entity with whom the Contractor or the Department enters into a contract to facilitate implementation of the Local Hiring Requirements established pursuant to this Policy.

1.18 “Core Worker” means an employee who appears on the Contractor’s active payroll for 60 of the 100 working days before award of the construction contract.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

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

2.2 Project Description: The Agreement shall apply to the Harry Bridges Boulevard Buffer contract awarded by the Board. The Department has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. Should the Department cancel any contract from the Project and thereafter

authorize that construction work be commenced on the contract, the contract may, at the election of the Board, be performed under the terms of the Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this 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 IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Grievance and Arbitration Procedure) and Article XIV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement. 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.

#### 2.4 Exclusions:

(1) The Agreement shall be limited to construction work on the Project which are approved by the Board, and is not intended to, and shall not apply to any construction work performed at anytime 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(s).

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

(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 the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a construction contract shall

be bound to all applicable requirements of this Agreement. Notwithstanding the provisions of this sub-section, the Department may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The Department must provide prior notice to the union that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under the Agreement are available.

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

(7) This Agreement shall not apply to City employees.

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

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

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

3.2 By accepting the award of a construction contract for 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.

3.3 At the time that any Contractor enters into a subcontract with any subcontractor providing for the performance of construction for a 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.

3.4 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 IV**

### **WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**

4.1 The Unions, Board 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 this 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.

(iii) 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.

(iv) 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.

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

(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, which ever is the later date.

4.3 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

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

1. Joseph Gentile
2. Howard S. Block
3. Walter Daugherty
4. Chester Briscoe
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. Lionel Richman
3. Wayne Estes

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

(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 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to



award damages, which issue is reserved for court proceedings, if any. For purposes of deciding this issue, the actions of individual craft workers engaging in conduct described in Section 4.1 or 4.2 shall constitute violations of the sections by the Unions representing these individuals. Similarly, conduct described in Section 4.1 or 4.2 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 4.2(4) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

(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.

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

## **ARTICLE V**

### **NO DISCRIMINATION**

5.1 The Contractors and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

## **ARTICLE VI**

### **UNION SECURITY**

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

6.2 No employee covered by this Agreement shall be required to join any Union as

a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required for membership in the Union.

## **ARTICLE VII**

### **REFERRAL**

7.1 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 VII.

(1) An employee shall be considered a member of a Contractor's core workforce for the purposes of this Article if the employee's name appears on the Contractor's active payroll for 60 of the 100 working days before award of the construction contract from the Board. 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 Department Bureau of Contract Administration. Upon request by any party to this Agreement or the Bureau of Contract Administration or designee, the Contractor shall provide payroll records evidencing the core employee's qualification as a core employee. 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 ten (10) 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.

7.2 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.

7.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for local workers within a forty eight (48) hour period after such requisition is made by the Contractor, the Contractor(s) will still exert their best efforts to meet their hiring goals of 30% Local Residents and 10% Disadvantaged Workers, Contractor must document all good faith efforts made to locate and hire Community Area Residents, and Disadvantaged Workers including but not limited to copies of facsimile transmittals (with fax confirmations that are date and time stamped) requesting employees to the Jobs Coordinator. In the event the Unions and the Jobs

Coordinator are unable to fill the requisition of a Contractor, the Contractor shall be free to obtain work persons from any source but are still obligated to meet the local hiring requirements. Any employee(s) hired under this Section 7.3, as well as all other employees hired under this Article VII, shall be obligated to comply with the Union Security provisions of this Agreement.

7.4 Unions will exert their best efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. In recognition of the fact that the communities closest to the Project will be impacted by the construction of the Covered Project, the Parties agree to support the development of increased numbers of construction workers from residents of these communities. Toward that end, the Unions agree to encourage and provide referrals and utilization of qualified workers residing in the target cities:

Artesia	Florence	Los Angeles
Athens	Gardena	Lynwood
Bell	Hawaiian Gardens	Maywood
Bell Gardens	Hawthorne	Norwalk
Bellflower	Huntington Park	Paramount
Carson	Inglewood	Pico Rivera
Commerce	Lakewood	Signal Hill
Compton	Lawndale	South Gate
Cudahy	Lennox	Torrance
Culver City	Lomita	Walnut Park
Downey	Long Beach	Willowbrook

7.5 The Unions will exert their best efforts to recruit and identify Local Residents, residents of the City of Los Angeles and the other cities listed in Section 7.4, residing in the targeted areas, and to assist individuals in qualifying and becoming eligible for such apprenticeship programs. (See Attachment "D")

7.6 The Prime Contractor is responsible for ensuring that the following Local Hiring Requirements are met:

(1) The following percentages shall be attained for the Project:

(a) 30% of total work hours by Local Residents. A minimum of 30% of all hours of Project Work shall be performed by Local Residents, with priority given to Community Area Residents.

(b) 10% of total work hours by Disadvantaged Workers. A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers. These hours may be applied towards the 30% Local Resident requirement.

(2) The employer retains authority in making individual hiring decisions.

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

7.7 The Disadvantaged Workers will be referred to the Unions from Jobs Coordinator pre-qualified to perform construction jobs coordination and related services. The Jobs Coordinator shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment.

The following criteria will be used to identify the Disadvantaged Worker:

- a. Household income below 50% of the median;
- b. Being Homeless;
- c. Receives Public Assistance;
- d. History of involvement with the criminal justice system;
- e. Suffers from chronic unemployment;
- f. Custodial Single parent; and
- g. Lack GED or high school diploma

For the applicant to qualify under this program, the Jobs Coordinator shall verify the presence of one of the above criteria and primary place of residence within the City.

7.8 The employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

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

7.10 Contractors agree to use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions, including workers qualified as Local Residents, Disadvantaged, and Local Residents, and/or general dispatch. The Unions agree to accept and utilize the Craft Request Form and the procedures written therein. Contractors and Unions agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification documents that are date/time imprinted. All Craft Request Forms and transmission verification documents shall be available for inspection upon request by the Contract Compliance Officer or authorized representative as described in Article XI of this Agreement.

7.11 Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint labor-management apprenticeship program. The Trades Council shall collect the tracking information from the Unions and shall submit bi-annual retention reports to the Department in a format approved jointly by the Trades Council and the Department.

7.12 Unions shall document reasons for not accepting referred candidates from target populations into Apprenticeship programs, if applicable.

7.13 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 VIII**

### **BENEFITS**

8.1 Wages. All employees covered by this Agreement shall be classified in



accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. 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.

## 8.2 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 his 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 IX**

### **EMPLOYEE GRIEVANCE PROCEDURE**

9.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project Work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of the Grievance and Arbitration provisions of Article XII. Contractors shall not discipline or dismiss its employees except for good cause.

## **ARTICLE X**

### **DEPARTMENT POLICIES AND PROCEDURES**

10.1 All construction contracts identified by the Department as part of the Project

shall include the following provisions. Such provisions include, but are not limited to:

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

(2) All Contractors and subcontractors shall provide information concerning their experience, financial qualifications, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract or subcontract.

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

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

(2) Administrative Code Sections, 10.8-1 0.13 (prohibition of discrimination); and Mayor's Executive Directive No. 2001-26 (City of Los Angeles Minority, Women, and Other Business Enterprise Program).

## **ARTICLE XI**

### **COMPLIANCE**

11.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII. The shall appoint the Office of Contract Compliance, Bureau of Contract Administration or

designee to investigate and monitor compliance with Article VIII, the applicable provisions of the Charter and the Administrative Code, including, but not limited to, the prevailing wage requirements of the Charter, Local Residents, and Disadvantaged Worker hiring compliance, and the affirmative action provisions of the Administrative Code, and to recommend to the Board or designee enforcement measures to ensure the Contractor's compliance with the general conditions of a construction contract. At the conclusion of any six-month period, the Parties to the Agreement shall report to the Board with a status update on the Agreement with regard to that Project, including a description of any obstacles or barriers faced. The provisions of this Article shall not substitute for or preclude any employee or Union from filing a grievance under the provisions of Grievance and Arbitration provisions of Article XII.

## **ARTICLE XII**

### **JOINT ADMINISTRATIVE COMMITTEE**

12.1 The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of one (1) representative selected by the Board; one (1) representative of the Engineer; one (1) representative of the Contractor/Employer, and three (3) representatives of the signatory Unions 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.

12.2 The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Project and resolve problems

or disputes by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. A unanimous decision of the Joint Administrative Committee shall be final and binding upon all Parties.

### **ARTICLE XIII**

#### **GRIEVANCE ARBITRATION PROCEDURE**

13.1 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 IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XV (Jurisdictional Disputes) and Article IX (Employee Disciplinary Grievances), shall be handled in accordance with the following procedures.

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

Step 1: The business representative of the local Union involved shall first attempt to settle the matter by oral discussion with the particular 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 IV, Section 4.3 of this Agreement. If the Parties are unable to reach such agreement, the first arbitrator from the list, on a rotational basis, shall be the arbitrator to hear the dispute. The decision of the Arbitrator shall not have the authority to alter, amend, add to or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. Should any party seek confirmation of the Award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

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

resolution of like or similar grievances.

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

## **ARTICLE XIV**

### **JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE**

14.1 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.

14.2 All Jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions.

14.3 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.

14.4 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.

14.5 Each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The subcontractors/owner operators will be advised in advance of all such conferences and may participate if they wish. The Trades Council and the Office of Contract Compliance 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. Should there be any formal jurisdictional dispute raised under Article XIV, the Office of Contract Compliance or designee shall review the City's employment and contracting programs and goals with the participants.

## **ARTICLE XV**

### **MANAGEMENT RIGHTS**

15.1 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.

15.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The 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.

15.3 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.

15.4 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.

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

## **ARTICLE XVI**

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

16.1 It shall be the responsibility of each 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.

16.2 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.

16.3 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.

16.4 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 XVII**

### **SAVINGS CLAUSE**

17.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void,

by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The Parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or 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 IV to the extent that such Contractor is no longer bound. The Unions and their members shall remain bound to Article IV 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 XVIII**

### **STEWARD**

18.1 Each Union shall have the right to designate a working craft employee as steward for each Contractor employing such craft on the C 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.

**ARTICLE XIX**

TERM

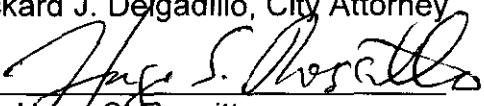
This Agreement shall commence upon issuance of the Notice to Proceed by the Engineer, and shall continue in full force and effect until acceptance by the Engineer.

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.

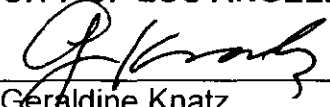
**APPROVED AS TO FORM:**

Rockard J. Delgadillo, City Attorney

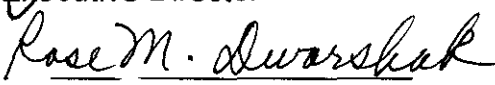
By:   
Hugo S. Rossitter  
Deputy City Attorney

Date: Dec 8, 2008

**THE CITY OF LOS ANGELES HARBOR DEPARTMENT**

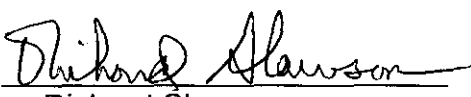
By:   
Geraldine Knatz  
Executive Director

Date: 12/11/08

By:   
Board Secretary

Date: 12/18/08

**LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

By:   
Richard Slawson  
Executive Secretary

Date: November 14, 2008

Union Signatory Page

<u>Dave KEABLE</u>	<u>Ironworkers Local 416</u>
<u>Tomlin</u>	<u>Plasterers Local 200</u>
<u>Melvin Hunt</u>	<u>SPRINKLER FITTERS UA 709</u>
<u>Tom Lewis</u>	<u>Bricklayers Local #4</u>
<u>Tom Moxley (Per DW)</u>	<u>IRONWORKERS 433</u>
<u>Bob</u>	<u>UA PLUMBERS' LOCAL UNION 78</u>
<u>Robert Smith</u>	<u>Painters Allied Trades DC 36</u>
<u>George Vasquez Jr.</u>	<u>UA Local 250</u>
<u>D. Ryan</u>	<u>Tile, Marble &amp; Terrazzo #18</u>
<u>John</u>	<u>UA #345</u>
<u>D. C. Bl</u>	<u>Laborers' Local 802</u>
<u>Eddie Monte</u>	<u>SHEET METAL Local 105</u>
<u>Jim</u>	<u>HEAT &amp; FROST INSULATORS #5</u>
<u>Jeff Higham</u>	<u>Cement Masons Lo. 500</u>
<u>W. P. (P.O.)</u>	<u>FBFW #11</u>
<u>John</u>	<u>Local 36</u>
<u>Eric Brown</u>	<u>Charter Constructors #18</u>
<u>Edward Marquez</u>	<u>Boilermakers #92</u>
<u>John Brown</u>	<u>Teamsters 986</u>

Union Signatory Page

*[Signature]*  
Mickey J. Adams IUOE Local 12  
Steve A. Bell " "  
Ronald J. Roush " "  
Gary [Signature] [Signature]

[Empty lined area for additional signatures]

**ATTACHMENT "A"**  
COMPANY LETTERHEAD

Mr. Shaun Shahrestani  
Chief Harbor Engineer  
Construction Division

Port of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, CA. 90731

SUBJECT: LETTER OF ASSENT  
HARRY BRIDGES BOULEVARD BUFFER  
SPECIFICATION NO. 2699

Dear Mr. Shahrestani,

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 Los Angeles Harbor Department and signatory Building and Construction Trades Councils and 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 the letter of Assent shall be as binding on the undersigned Contractor/Employer as though the Contractor/Employer had signed the above referred Agreement and 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.

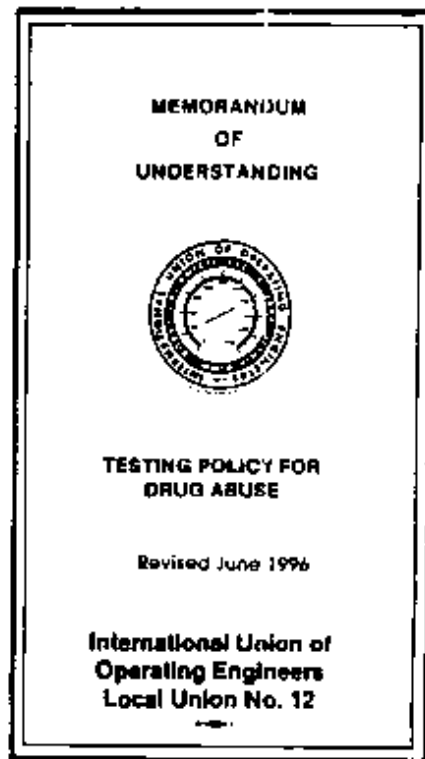
Sincerely,

(Name of Construction Company)

By: \_\_\_\_\_  
(Name and Title of Authorized Executive)

cc:

## 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.

Yet, 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

1996

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, bottling, 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 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as 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 misuse 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 those 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  
Business Manager

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**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
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Codeine	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methadone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Methylsqualene	EMIT	300 ng/ml*	GC/MS	300 ng/ml*
Opiates	EMIT	25 ng/ml*	GC/MS	15 ng/ml*
PCP (Phencyclidine)	EMIT	100 ng/ml	GC/MS	100 ng/ml
THC (Marijuana)	EMIT	300 ng/ml	GC/MS	100 ng/ml
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

\*NIDA Modified threshold

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

EMIT - Enigma Instrument  
GC/MS - Gas Chromatography/Mass Spectrometry

**CITY OF LOS ANGELES HARBOR DEPARTMENT**

**REQUEST FOR CRAFT EMPLOYEES FOR HARRY BRIDGES BOULEVARD BUFFER**

**To the Contractor:**

Please complete and fax this form to the applicable Union to request craft workers that fulfill all hiring requirements for the above CRA/LA project. After faxing your request, **call the Local to verify receipt and substantiate their capacity to furnish Local, Disadvantaged Worker or general dispatch as requested.** Contact information for Locals is listed on back of form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

**To the Union:**

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

To: Local # \_\_\_\_\_ Fax # ( \_\_\_\_\_ ) Date: \_\_\_\_\_

From Company: \_\_\_\_\_

Person Sending: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Please provide me with Union craft workers per the PLA that fulfills the requirements for the project as defined below:

**30% Local Requirement.** (Union craft employees, including apprentices, who reside in one of the local metropolitan area zip codes (cities) listed in 7.4 of the PLA.

**10% Disadvantaged Worker Requirement.** (Union craft employees, including apprentices, residing in the local metropolitan area zip codes (cities) listed in 7.4 of the PLA, and are certified to fulfill the Disadvantaged Worker hiring requirement)

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

Artesia	Carson	Downey	Huntington Park	Lomita	Norwalk	Torrance
Athens	Commerce	Florence	Inglewood	Long Beach	Paramount	Walnut Park
Bell	Compton	Gardena	Lakewood	Los Angeles	Pico Rivera	Willowbrook
Bell Gardens	Cudahy	Hawaiian Gardens	Lawndale	Lynwood	Signal Hill	Vernon
Bellflower	Culver City	Hawthorne	Lennox	Maywood	South Gate	

**Craft Employees Requested**

Job/Craft Description	Journeyman / Apprenticeship	Number Requested	Number Requested	Number Requested	Report Date	Report Time
	30% Local	10% Disadvantaged	General Dispatch			

Total Workers Requested \_\_\_\_\_ Report to (On-Site Contact): \_\_\_\_\_

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

Site Address: \_\_\_\_\_

On-site Tel. #: \_\_\_\_\_

Fax: \_\_\_\_\_

Comments or special requirements: \_\_\_\_\_

**Union Use Only  
(Fax the Completed Form Back to Contractor)**

Reception Date \_\_\_\_\_ Dispatch Date \_\_\_\_\_ Received By \_\_\_\_\_

Requested Dispatch Available for Dispatch Unavailable for Dispatch

30% Local Hire \_\_\_\_\_

20% Apprentice \_\_\_\_\_

10% Disadvantaged Worker \_\_\_\_\_

Comments \_\_\_\_\_

**Contractors Note:**

This form should be used for all requests for dispatch from construction trade Unions for work on the CRA/LA project. The PLA for the project contains a 30% local hiring requirement (see zip codes on front page), 20% Apprenticeship hiring and a 10% Disadvantaged Worker hiring requirement. In the event that referral facilities maintained by the Unions are unable to fill the requisition of a contractor/ employer for qualified employees within a forty -eight hour period after such requisition is made by the contractor / employer, the contractor/ employer shall be free to obtain work persons from any source.



**CITY OF LOS ANGELES  
HARBOR DEPARTMENT**

Attachment "D"

**LOCAL RESIDENT ZIP CODES FOR CITIES LISTED IN SECTION 7.4**

90001	90043	90233	90402
90002	90044	90239	90403
90003	90045	90240	90404
90004	90046	90241	90405
90005	90047	90242	90501
90006	90048	90244	90502
90007	90049	90245	90503
90008	90056	90247	90504
90010	90057	90248	90505
90011	90058	90249	90506
90012	90059	90250	90507
90013	90061	90251	90508
90014	90062	90255	90509
90015	90063	90261	90510
90016	90064	90262	90650
90017	90065	90265	90651
90018	90066	90270	90652
90019	90067	90272	90659
90020	90068	90275	90660
90021	90069	90280	90661
90022	90071	90290	90662
90023	90073	90291	90701
90024	90077	90292	90702
90025	90089	90293	90703
90026	90091	90301	90706
90027	90094	90302	90707
90028	90095	90303	90710
90029	90201	90304	90711
90031	90202	90305	90712
90032	90210	90306	90713
90033	90211	90307	90714
90034	90212	90308	90715
90035	90220	90309	90716
90036	90221	90310	90717
90037	90222	90311	90723
90038	90223	90312	90731
90039	90230	90313	90732
90041	90231	90397	90744
90042	90232	90398	90745

90746	90840	91303	91403
90747	90842	91304	91405
90749	90844	91306	91406
90755	90845	91307	91411
90801	90846	91311	91423
90802	90847	91316	91436
90803	90848	91324	91501
90804	90855	91325	91504
90805	90888	91326	91505
90806	90895	91330	91506
90807	90899	91331	91521
90808	91030	91335	91522
90809	91040	91340	91601
90810	91042	91342	91602
90813	91105	91343	91604
90814	91201	91344	91605
90815	91202	91345	91606
90822	91204	91352	91607
90831	91205	91356	91608
90832	91206	91364	91754
90833	91208	91367	91801
90834	91214	91401	91803
90835	91302	91402	

## Attachment "E"

### 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	(323) 771-0991	(323) 771-2631
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	Gunit 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
300	Laborers ( <i>Asbestos /Toxic Waste Abatement/Environmental</i> )	(213) 385-3550	(213) 385-6985
300	Laborers ( <i>Landscape</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
78	Plumbers	(213) 688-9090	(213) 627-4624
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