COUNTY OF LOS ANGELES
COMMUNITY WORKFORCE AGREEMENT

for the

Martin Luther King Jr. Medical Center
Multi-Service Ambulatory Care
Center (MACC) Project

Effective Date: June 10, 2011
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COUNTY OF LOS ANGELES
COMMUNITY WORKFORCE AGREEMENT
for the
MARTIN LUTHER KING JR. MEDICAL CENTER
MULTI-SERVICE AMBULATORY CARE CENTER (MACC) PROJECT

This Community Workforce Agreement (hereinafter, “Agreement” or “CWA”) is entered into this _____ day of __________, 2011, by and between the County of Los Angeles, its successors or assigns (hereafter “County”) and the Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter, “Council”), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the “Union” or “Unions”), with respect to the construction work within the scope of this Agreement. This Agreement establishes the labor relations policies and procedures for the County, Design Builder (DB) and its subcontractors and for the craft employees represented by the Unions engaged in the construction work involved with the New Multi-Service Ambulatory Care Center (MACC) Project (hereinafter, “Project” or “Project Work”, and more specifically defined in Article II, Section 2.2).

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

It is further understood that the County expects the active and effective administration and enforcement of all the obligations of this Agreement by all signatory parties to ensure that the benefits envisioned from it flow to all signatory parties, the Contractors and craftsmen working under it, the ratepayers, and residents of the County. The County will, therefore, designate a “Project Labor Coordinator,” either from its own staff or an independent Contractor acting on behalf of the County, to monitor compliance with this Agreement; assist, as the
authorized representative of the County, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer the Agreement.

The term "Contractor", as used in this Agreement, includes the Design Builder (DB) and any Contractor to whom it awards a construction contract for Project Work, and also to subcontractors of whatever tier utilized by such Contractors for Project Work. The term "Contractor" includes any individual, firm, partnership, or corporation, or combination thereof, including any joint venture, which as an independent Contractor has entered into a contract with the County with respect to the Project Work, or with another Contractor as a subcontractor for Project Work.

The term "Responsible Contractor" as used in this Agreement shall be defined as one that has a record of complying with federal, state and local government requirements for the determination of workplace wages, hours and conditions, including prevailing wages, apprenticeship, safety, workers' compensation and contract code and Contractor licensing.

The term "Labor/Management Apprenticeship Program" as used in this Agreement shall be defined as a jointly administered apprenticeship program certified by the State of California.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and that this Agreement represents the complete understanding of the parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining 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 shall be binding on any third party Contractor or union on Project Work unless endorsed in writing by the Project Labor Coordinator.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful Contractor performing Project Work, without regard to whether that bidder performs work at other sites on either a signatory or non-signatory basis. This Agreement shall
not apply to any work of any contractor other than that on Project Work specifically covered by this Agreement.

The use of 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. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 1

INTENT AND PURPOSE

Section 1.1 Background. The County seeks to establish the Martin Luther King Jr Medical Center campus as a center of excellence for health care delivery, urban health promotion and prevention, health workforce development, academic research and teaching, and economic development. The County, therefore, wishing to promote workforce development through the employment of local residents and to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftpersons, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the County staff and the tax payers of the County to meet the County’s goal that the Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment of County Residents. It is the explicit understanding and intention of the parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of County residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those residents and other individuals wishing to pursue a career in construction. Specifically the County, DB, Contractors, and signatory unions will work together to develop and implement pre-apprentice or similar training programs to assist residents in entering the construction industry. Further, with
assistance of the Project Labor Coordinator, the County, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3  Encouragement of Small Local Business. The Project will provide many opportunities for local small business enterprises to participate as Contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the County, the Project Labor Coordinator, and other organizations retained by the County for the purpose, of encouraging and assisting the participation of local small businesses in Project Work. Specifically, all parties understand that the County has established and quantified goals which place a strong emphasis on the utilization of small, local business on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the County.

Section 1.4  Project Cooperation. The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the people of County of Los Angeles. The parties therefore agree that maximum cooperation among all parties involved is required, and that with construction work of this magnitude, with multiple Contractors and crafts performing work over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.
Further, the parties recognize that an Act of God or an Act of War or other crisis beyond the control of the County could require the County to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the County to redirect their equipment, skills and expertise to support the County's efforts necessitated by such events.

**Section 1.5 Peaceful Resolution of All Disputes.** In recognition of the special needs of the Project and to maintain a spirit of harmony, labor/management peace and stability during the term of this Community Workforce Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lock-out.

**Section 1.6 Binding Agreement on Parties and Inclusion of County Residents and Business.** By executing this Agreement, the County, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the County.

**ARTICLE 2**

**SCOPE OF THE AGREEMENT**

**Section 2.1 General.** This Agreement shall apply and is limited to all construction performed by those Contractor(s) of whatever tier that have contracts awarded for work on or after the effective date of this Agreement with regard to the Project, other than the work generally described in Section 2.3.

**Section 2.2 Specific.** The Project is defined and limited to:

(a) All the construction work as described in the Design Builder (DB) contract awarded by the County for the Martin Luther King, Jr Medical Center, MACC Project, consisting of the construction of a new 137,400 square feet outpatient building to house urgent care, an ambulatory surgical center with five (5) operating rooms, specialty clinics, radiology, and pharmacy. The Project, as further described in the DB contract, also includes the renovation...
of approximately 34,000 square feet in the existing North and South Support Buildings to house outpatient support services, including administrative offices, medical records and bio-medical engineering. Further, a portion of the existing campus will undergo on-site improvements that include reconfiguration of the existing parking and driveway entries, landscape, and way-finding signage, and a new entry driveway to the Medical Center will be provided, along with street resurfacing, new traffic signal, repair and replace curb, gutter, and sidewalk, where necessary, and street restriping for turning lanes, all as described in the DB contract. The new MACC Building will be designed to meet minimum Leadership in Energy and Environmental Design (LEED) Silver certification standards.

(b) It is understood by the Parties that the County may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which are not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered.

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) It is the County’s intent to directly purchase certain systems furniture, including installation by the vendor, vendor’s separate Contractor, County personnel, or County’s separate Contractor (County-Furnished/County-Installed; County-Furnished/Vendor Installed). The installation of such systems furniture shall be governed by the CWA as set forth below:

(i) County Furnished/County Installed – Excluded

(ii) County Furnished/Vendor Installed – Excluded

(iii) Contractor Furnished/Contractor Installed – Included

(iv) Contractor Furnished/Vendor Installed – Included

(v) County Furnished/Contractor Installed – Included
(b) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; quality control and quality assurance personnel, time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(c) Equipment and machinery owned or controlled and operated by the County;

(d) Hazardous Waste Testing/Monitoring performed by the County or its consultants;

(e) Exploratory geophysical testing and boring, except where expressly covered by a Schedule A in existence on the effective date of this Agreement;

(f) All off-site manufacture and handling of materials, supplies, equipment or machinery and the delivery of such to or from the site; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(g) All employees of the County, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the County (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CWA. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA.)
(h) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities, or their contractors; and/or by the County or its contractors (for work which is not within the scope of this Agreement);

(i) Off-site maintenance of leased equipment and on-site supervision of such work;

(j) Work by employees of the County, a manufacturer or vendor necessary to maintain such manufacturer's or vendor's written warranty(ies) or guaranty(ees) or required because of such employees' special knowledge, expertise and experience for the installation of highly technical, specialty, advanced medical equipment purchased by the County. Such installation includes, but is not limited to low voltage wire pulling, cable installation, programming and termination for specialized medical, radiological and operating room equipment; provided, however, that the installation of support structures, backing and anchors, utility rough in, cable tray installation, and pull strings for power wiring work will be done by Contractors and employees under this Agreement.

The Council, or its designee, shall be given reasonable advance notice of the intent to apply this provision (j), including the particulars of the items and the details of the special knowledge/skills/experience required and/or of the applicable written warranties/guarantees involved. Upon timely request to the County, DB or the Project Labor Coordinator, representatives of the County, DB and/or the involved Contractor(s) will meet with the union(s) affected by the particular utilization of this provision to review the appropriateness of such utilization and any alternatives which may be available to satisfactorily meet the County's requirements and reasons for invoking this provision. Such review shall not be used as a basis to delay the application of this provision;

(k) All work on the existing fire alarm system, provided fire sprinkler/fire alarms will be covered by this Agreement;

(l) Non-construction support services contracted by the County, County's consultants, or Contractor in connection with this Project;
(m) All work involving general maintenance and/or repair and/or cleaning work of existing facilities, including Contractor trailers.

(n) Field/Laboratory work under taken by the County, its direct contractors or consultants (and not contracted to the DB) for testing; including but not limited to Medical Laboratory, Medical Gas Testing, Radioactive Testing, Water Quality Testing, Air Balance Testing, Commissioning Agents, Moisture Infiltration Testing;

(o) Contracts issued through Job Order Contracts (JOC);

(p) All work in relation to the Interim Data Center Project, including that in the North Support Building; and

(q) All such other construction work as may be undertaken on the MLK Campus and which is not part of the DB contract for the MACC project.

Section 2.4 Awarding of Contracts. (a) The County and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound by the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.
(c) The County agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the County shall retain the absolute right to select the DB in accordance with applicable laws.

Section 2.5 Coverage Exception. The Parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not fund if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the County, or for its benefit, of particular funds if such coverage exists. The County agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.6 Schedule A’s. (a) The provisions of this 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 such may be changed from time-to-time consistent with Article 21, Section 21 3, and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement; provided, however, that such does not apply to 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 (which shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians), and work under the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article 10(Grievance and Arbitration Procedure) and Article 8 (Jurisdictional Disputes) of this Agreement, which shall apply to such work. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable
source between this Agreement and any Schedule A for determining the wages, or hours of
working conditions of employees on this Project shall be resolved under the procedures
established in Article 10 A list of Schedule A’s applicable to Project Work is in Attachment B.

(b) It is understood that this Agreement, together with the referenced
Schedule A’s, constitutes a self-contained, stand-alone agreement and by virtue of having
become bound to this Community Workforce 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 (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 a 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 purport to bind the
Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to
make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to
have each of its subcontractors sign such documents with the appropriate Craft Union prior to the
subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only This 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 2.8 Other County Work. This Agreement shall be limited to the construction
work within the Scope of this Agreement including major rehabilitation work for new or existing
facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to
prohibit, restrict, or interfere with the performance of any other operation, work or function not
covered by this Agreement, which may be performed by County employees or contracted for by
the County for its own account, on its property, or by any other organizations in and around the
Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s)
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 County or Project Labor Coordinator and/or any Contractor.

Section 2.10 Completed Project Work. As areas of covered work are deemed complete by the County and it gives notice that it intends to occupy such area, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the County or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the County.

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Council and the signatory Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, including that the prospective employees meet the qualifications established by the County for employment on health facilities, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3 10 and with Article 4, Section 4.3, below The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article 6, Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor’s commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures. (a) For signatory unions now having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and
non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the County to encourage employment of local and disadvantaged County residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local unions will recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated, and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, including the National Building Trades veterans program, Helmets to Hardhats, and jointly with the Project Labor Coordinator and others designated by the County, to identify and refer competent craftpersons as needed for Project Work, and to identify individuals, particularly residents of the County, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled local craft personnel for Project Work and future construction or maintenance work to be undertaken by the County.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability. Further, it is recognized that the County has certain policies, programs, and goals for the utilization of local small business enterprises. 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 a local small business enterprise's 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 ensure full compliance with the spirit and letter of the County’s policies and commitment to its...
goals for the significant utilization of local small businesses as direct Contractors or suppliers on the Project.

Section 3.5 (a) Employment of Local and Disadvantaged Workers. In recognition of the County’s commitment to serve the community and the fact that the community in which the Project is located will be impacted by the construction activities, the parties agree to support the development and employment of increased numbers of construction workers from among the local and disadvantaged residents of the County of Los Angeles. The Contractor is responsible for ensuring compliance with the targeted hiring process for the Project to achieve the following targeted levels of participation.

i. At least 30% of the total California craft worker hours shall be performed by local residents residing, in the first instance, within Tier 1 (Primary Residency Preference Area), or secondarily Tier 2 (Secondary Residency Preference Area) in accordance with section 01910 of the General Conditions of the DB contract, attached as Attachment C. The Tier 1 and Tier 2 zip codes established by the Board, as may be amended from time to time, can be found in Attachment D.

ii. At least 10% of the total California craft worker hours be performed by disadvantaged local workers as defined in section 01910 of the General Conditions of the DB contract. These hours may be applied towards the 30% local resident requirement. If the 10% disadvantaged hire is not obtained utilizing Tier 1, the outreach shall expand to the Tier 2.

(b) The Contractor retains authority in making individual hiring decisions.

Section 3.6 (a) Core Employees. The parties further recognize the County’s commitment to provide opportunities to participate on the Project to small, minority, women, disadvantaged and other business enterprises as well as other enterprises which may not have previously had a relationship with the Unions signatory to this Agreement. For this Project, and this Project alone, therefore, and in furtherance of the commitment to provide opportunities to the Contractors, the parties agree that a Contractor that is not a party to a current collective bargaining agreement with a signatory union shall have the opportunity to employ, as needed,
first, a member of his core workforce, then an employee through a referral from the appropriate union hiring hall, then a second core employee, and a second employee through the referral system, and so on until a maximum of ten (10) core employees by craft are employed, after which all further employees shall be employed pursuant to the other provisions of this Article, starting with Section 3.3. The core workforce shall be comprised of those employees of the Contractor:

i. Whose names appear on the Contractor’s active payroll for fifty (50) of the one hundred (100) working days immediately before award of Project Work to the Contractor;

ii. Who possess any license, certification or other legally required qualification status mandated by local, state or federal law for the Project Work to be performed; and

iii. Who have the ability to safely perform the basic functions of the applicable trade.

(b) All Contractors shall require their “core” workforce and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any, prior to their first day of employment at the Project site.

(c) If there are any questions regarding a core employee’s eligibility under this provision, the Project Labor Coordinator, at a Union’s or Council’s request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized.

Section 3.7 Time for Referral. If any Union’s registration and referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants
hired from other sources, and such applicants shall register with the appropriate hiring hall, if any

Section 3.8  Lack of Referral Procedure. (a) If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the union of employees so hired, as set forth in Section 3.6(b).

(b) Contractors signatory to a Master Labor Agreement with a construction craft union which is not signatory to this Agreement may continue to hire employees/members of such non-signatory craft union as they have historically done, notwithstanding any other provision of this Agreement, including the determinations and procedures of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry

Section 3.9  Union Membership. 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 of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory union.

Section 3.10  Individual Seniority. Except as provided in Article 4, Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union’s Schedule A as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.11  Foremen. The selection and number 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 Contractors.
ARTICLE 4

UNION ACCESS AND STEWARDS

Section 4.1  Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2  Stewards. (a) Each signatory local Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

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

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

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

Section 4.3  Steward Layoff/Discharge. The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the
provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

**Section 4.4 Employees on Non-Project Work.** On work where the personnel of the County or other employers not covered by this Agreement may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the County personnel, or with personnel employed by any other employer working on non-Project Work, or disrupt their work.

**ARTICLE 5**

**WAGES AND BENEFITS**

**Section 5.1 Wages.** (a) 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 under state law, the Contractor shall pay that 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’s, except as otherwise provided in this Agreement.

(b) Notwithstanding Section 2.6(a), this Agreement does not relieve a contractor from any independent contractual or other obligation the contractor may have to pay wages and/or fringe benefits in excess of the applicable prevailing wage determination.

**Section 5.2 Benefits.** (a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A and make all employee – authorized deductions in the amounts designated in the appropriate Schedule A, provided, however, that the Contractor and Union agree that only such bonafide 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’s are required to make all contributions set forth in those Schedule A’s without reference to the foregoing. Bonafide 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 21, Section 21.3, and provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

(b) 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 successor trustees to administer the trust funds and hereby ratifies and accepts the trustees, so appointed, as if made by the Contractor.

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

(d) Should a Contractor fail to timely pay its weekly payroll or fail to make timely payments to the Union’s Labor/Management Trust Funds, as set forth above, upon written notice from the involved Union or the Council of a request to meet regarding such failure, representatives from the County, Prime Contractor and the affected (delinquent) Contractor shall
meet on the Project with the involved Union or the Council to resolve such delinquency and effect immediate payment of such wages and/or fringe benefits due and owing.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The parties agree that the County shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work, but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the County, or its designee, for processing, investigation and resolution. This section shall not preclude any party to this Agreement from filing a grievance under the terms of this Agreement.

**ARTICLE 6**

**HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid 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 Sunday and conclude on Saturday. 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, or a Monday through Friday work standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives
instructions. 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 6.3** Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor’s scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

**Section 6.4** Shifts and Alternate Work Schedules. (a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days’ prior notice to the affected union(s), unless a shorter notice period is provided for 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 (1/2) hour non-paid lunch period, for eight (8) hours pay. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Council and the Union recognize the economic impact upon the County and County rate payers of the massive project being undertaken by the County and agree that all parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the parties agree that, to the extent permitted by law and the applicable Prevailing Wage Determination, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless otherwise required by the applicable prevailing wage determination.

(c) To the extent permitted by state and federal law, the Contractor may, upon five (5) days’ notice to appropriate union(s), establish a work week of four (4) consecutive ten (10) work hour days (exclusive of the one half hour (1/2) unpaid lunch approximately halfway
through the shift). Such work week should consist of the same four (4) days each week, with the
fifth day available as a make-up day if needed. Pay compensation for such shift shall be at the
applicable rates established for first shift worked in this Agreement.

(d) Because of operational necessities, the second shift may, at the County’s
direction, be scheduled without the preceding shift having been worked. It is recognized that the
County’s operations and/or mitigation obligations may require restructuring of normal work
schedules. Except in an emergency or when specified in the County’s bid specification, the
Contractor shall give affected Union(s) at least three (3) days notice of such schedule changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and
governed by the prevailing wage determination(s) applicable to this Project, unless or until such
may be, and are, revised by mutual agreement of the parties to this Agreement.

Section 6.6 Show-up Pay. (a) Subject to the requirements of the applicable
Prevailing Wage Determination, employees reporting for work and for whom no work is
provided, except when given prior notification not to report to work, shall receive two (2) hours
pay at the regular straight time hourly rate; while employees who are directed to start work shall
receive four (4) hours of pay at the regular straight time hourly rate. Employees who work
beyond four (4) 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 and available for work
for such time as they receive pay, unless released earlier by the principal supervisor of the
Contractor(s) or his designated representative. Each employee shall furnish his Contractor with
his current address and telephone number, and shall promptly report any changes to the
Contractor.

(b) An employee called out to work outside of his shift shall receive a
minimum of two (2) hours pay at the appropriate rate, except as otherwise required by the
applicable prevailing wage law. This does not apply to time worked as an extension of (before
or after) the employee’s normal shift.
(c) 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 12, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 “Brassing” The Contractor may utilize “brassing” (or similar system) 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 6.8 Meal Periods. The Contractor will schedule a meal period of no more than one – half hour duration at the work location at approximately mid-point of the scheduled shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Schedule A, and if he is so required, he shall be compensated in the manner established in the applicable Schedule A or Prevailing Wage Determination.

Section 6.9 Make-up Days. 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 may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 7

WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the County or
Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable; nor disrupt any other work because of the failure to cover such work on the MLK Campus by the Agreement for the purpose of extending the coverage of this Agreement or because of a failure to cover such work by this Agreement. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce. The County, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Schedule A’s. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any Schedule A Agreement. Should a Contractor engaged in Project Work enter into an interim agreement with the Union for work being performed elsewhere after the expiration, and before the renewal, of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work (subject to the provisions of Article 21, Section 21.3, Paragraph 2).

Section 7.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the County’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.
Section 7.6  Best Efforts To End Violations. (a) If a Contractor contends that there is any violation of this Article, Section 8.3 of Article 8, or the provisions of Article 21, Section 21.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any party, including the County, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 of Article 8, or Section 21.4 of Article 21, is alleged.

(a) The party invoking this procedure shall notify John Kagel, who has been selected by the negotiating parties, and whom the parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the negotiating parties, Louis Zigman or Fredric Horowitz, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as 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 twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, of Section 8.3 of Article 8, or Section 21.4 of Article 21, 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, (except for damages as set forth in 7.8 below) 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 a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award 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 herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator’s Award as issued under Section 7.4(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 address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the party or parties first alleging the violation.
(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 party or parties initiating this procedure and the respondent party or parties.

Section 7.8 Liquidated Damages. (a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator’s award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying respondent Union(s) shall each pay a sum as liquidated damages to the County, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than
$1,000 (one thousand dollars) and no more than $15,000.00 (fifteen thousand dollars) per shift for each non-complying entity

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work. 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") currently in effect, or any successor plan.

Section 8.2 The Plan. All jurisdictional disputes involving work covered by this Agreement shall be settled and adjusted according to the Plan or any other plan or method of procedures 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 the involved Unions.

Section 8.3 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.

Section 8.4 Pre-Job Conferences. As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.
ARTICLE 9

MANAGEMENT RIGHTS

Section 9.1  Contractor and County Rights. The Contractors and the County have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor’s rights include, but are not limited to, the right to:

(a) Plan, direct and control operations of all work;

(b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

(c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

(d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with County approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction, assign and schedule work at their discretion, and

(f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

Section 9.2  Specific County Rights. In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County’s rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:
(a) Inspect any construction site or facility to ensure that the Contractor(s) follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work.

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the County’s medical or health services facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the County will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section, provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the manner set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by 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, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contract and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Project Labor Coordinator shall advise
all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties. (a) In addition to the medical and health services-related equipment referred to in 2.4(j) above, it is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer’s warranties, may dictate that it be prefabricated, pre-piped and/or prewired and that it be installed under the supervision and direction of the County’s and/or manufacturer’s personnel. The Unions agree that such equipment is to be installed without incident.

(b) The parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

Section 9.5 No Less Favorable Treatment. The parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.
ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1  Cooperation and Harmony on Site. (a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the County, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The County, the Contractors, Unions, and employees collectively and individually, realize the importance to all parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The County shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2  Processing Grievances.  Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not jurisdictional disputes or alleged violations of Article 7 Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. – Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local union business representative or job steward, within ten (10) 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. A 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 ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation 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.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other party(ies) 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 five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above, for the adjustment of an employee complaint.

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

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Louis Zigman, (2) Fredric Horowitz, and (3) Michael Rappaport. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved union(s).
(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Article 7, Section 7.2, or Article 8, Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The County shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the County shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 11

REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the County, the Project Labor Coordinator or the Contractor.

Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The parties agree that the County shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the County) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the County procedures to encourage and enforce compliance with these laws and regulations.
Section 11.3 Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the County, or its designee, which shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 11.4 Violations of Law. Based upon a finding by the County of violation of a federal or state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the County, in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract, as it deems appropriate, to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the County and the Contractor, the County may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 12

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety. (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 County or the Contractor. It is understood that 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 County.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the County. All referrals and other prospective employees for work under this agreement will be required to successfully complete the County’s “Livescan” program or similar programs as it may be adopted by the County. These rules will be published and posted. An employee’s failure to satisfy his obligations under this section will subject him to discipline, up to and including discharge.
(c) The Design Builder (DB) may, at the request of the County, establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post accident testing to the extent permitted by federal and state law. Should the DB approve, an established program to which signatory Union(s) are currently a party shall become the project-wide substance abuse testing program, after consultation with the unions. Until and unless there is such a project-wide substance abuse testing procedure negotiated and/or otherwise validly adopted by the DB, 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 12.2 Inspection. 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.

Section 12.3 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. 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 be available for work, the employees will be compensated for stand-by time at their appropriate hourly rate of pay.

Section 12.4 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13

TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances 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 or Wage Order.
ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the County, and the opportunities to provide continuing work under the construction program. To these ends, the parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The County, the Project Labor Coordinator, other County consultants, and the Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory unions.

Section 14.2 Use of Apprentices. (a) Apprentices may comprise up to twenty (20) percent of each craft’s work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the State Labor Commissioner establish a lower maximum percentage, and where such is the case, the applicable unions should use its best efforts with the committee and, if necessary, the Commissioner to permit up to twenty (20) percent apprentices on the project. When available and capable of undertaking the tasks involved, the parties will seek to employ first year apprentices up to forty (40) percent of such apprentice workforce of each craft.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The County shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.
(c) The parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purposes of this Article, a subcommittee of the Labor/Management Committee established pursuant to Article 17 shall be established, jointly chaired by a designee of the County and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("JAC") and representatives of the technical schools in the County to establish appropriate criteria for recognition by such JAC's of the educational and work experience possessed by County students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such JAC's. The Subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the Contractors belong).

ARTICLE 15

WORKING CONDITIONS

Section 15.1 Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Rest periods as provided in IWC Order No. 16 (currently ten (10) minutes in each four (4) hours worked) shall apply to all Project Work, consistent with its terms as then in effect. Individual coffee containers will be permitted at the employees' work location, however, there will be no organized coffee breaks.
Section 15.2 Work Rules. The County, the Project Labor Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment. There should 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 equipment involved and is in compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions. Recognizing the limited and congested location of the Project, and the on-going operation of the hospital facilities immediately adjacent to the Project site, it is recognized and agreed that:

(a) Employees covered by this Agreement may be limited to the use of certain roads and/or parking areas, and may be prohibited from parking their vehicles in the public parking areas provided by the County for utilization by those with business at the MLK Medical Center; as well as from use of other facilities, including rest rooms, and eating facilities of the MLK Medical Center;

(b) At the County’s request, after consultation with the Project Labor Coordinator and Union, other areas of the MLK Medical Center’s property or other public property immediately adjacent to the Project may be declared as no parking areas for those involved in work on the Project; and

(c) At the County’s option it may designate, or request the Contractor(s) to designate, parking spaces and or facilities for utilization by persons employed on the Project and, depending upon the distance such facilities are from the Project, establish directly (or through the Contractors) transportation to be available for employees from such facilities to and from the site.
ARTICLE 16

PRE-JOB CONFERENCES

Consistent with Article 8, Section 8.4, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Project Labor Coordinator at least two (2) weeks before starting work under this Agreement, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Unions, the Contractor(s) and the affected union(s). Should there be any formal jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. At the pre-job, the Project Labor Coordinator shall review the County’s employment and contracting programs and goals with the participants.

ARTICLE 17

LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The parties to this Agreement will form a joint committee consisting of an equal number of representatives selected by the Council and the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the County may participate upon its request. Representatives selected by the Council and those selected by the County shall at all times have equal number of total votes, with a maximum of five (5) and a minimum of two (2) representatives of each constituting a quorum.

Section 17.2 Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.
The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors and the County. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The County should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of County residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

ARTICLE 18

SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the County, the Project Labor Coordinator, Contractor or the Union parties to violate any laws governing the subject manner of this Agreement. The parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, 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 parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is
granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be awarded and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders. The parties recognize the right of the County to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the County, or such court order or statutory provision, the parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 19

WAIVER

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

ARTICLE 20

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating parties hereto.
ARTICLE 21
DURATION OF THE AGREEMENT

Section 21.1 Duration. This Agreement shall be effective __________, 2011 and shall remain in effect for the duration of Project Work.

Section 21.2 Turnover and Final Acceptance of Completed Work. (a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the County by the Contractor and the County has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the County to engage in repairs or modifications required by its contract(s) with the County.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the 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 County and Notice of Acceptance is given by the County or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of the Contractor at the direction of the County pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the County, will be available from the Project Labor Coordinator.

Section 21.3 Continuation of Schedule A’s. Schedule A’s incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and unions parties to the collective bargaining agreement(s) which are the basis for such Schedule A’s notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement, provided, however, that any such
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 under the Agreement 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 predominately 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 any negotiation of the Local Collective Bargaining Agreement which is the basis for a Schedule A shall be resolved under the procedures established in Article 10.

Section 21.4 No Work Stoppages. 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 or renegotiations of the Local Collective Bargaining Agreement and the resulting Schedule A’s, nor shall there be any lock-out on this Project of the involved Union(s) during the course of such negotiations.

Section 21.5 Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the County saying that no work remains within the scope of the Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, by the Los Angeles/Orange County Building and Construction Trades on \[\text{June 7, 2011}\] and by the County of Los Angeles on \[\text{June 10, 2011}\]

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures are to be deemed equivalent to original “wet ink” signature under this Agreement.
COUNTY OF LOS ANGELES

By: [Signature]  Date: 6/10/11
William T. Fujikawa
Chief Executive Officer

APPROVED AS TO FORM

Andrea Sheridan Ordin
County Counsel

By: [Signature]  Date: 6/18/11
Deputy

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Robert Hunter  Date: 6/7/11
Executive Secretary
## COUNTY OF LOS ANGELES
### COMMUNITY WORKFORCE AGREEMENT

### LOCAL UNION/COUNTY

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<tr>
<td>Southwest Regional Council of Carpenters</td>
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ATTACHMENT A – LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor’s Letterhead]

County of Los Angeles
900 S. Fremont Ave.
Alhambra, CA 91803
Attn.

Re: Community Workforce Agreement – Letter of Assent (MACC Project)

Dear Sir,

This is to confirm that [Name of Company] agrees to be party to and bound by The Los Angeles County Community Workforce Agreement effective [______], 2011, 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 [MACC Project – Contract #______], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [______]
Name and Title of Authorized Executive

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 2, Section 2.5(b)].
## ATTACHMENT B – APPLICABLE SCHEDULE A’S

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<tr>
<th>UNION</th>
<th>SCHEDULE A’S</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asbestos Heat &amp; Frost Insulators Local 5</td>
<td>Basic Agreement between Southern California Chapter, Western Insulation Contractors Association AND Local No 5, International Association of Heat and Frost Insulators and Allied Workers</td>
</tr>
<tr>
<td>Boilermakers Local 92</td>
<td>Western States- Articles of Agreement between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers &amp; Helpers AFL-CIO AND the Signatory Contractors</td>
</tr>
<tr>
<td>Bricklayers &amp; Allied Craftworkers Local 4</td>
<td>Agreement by and between The Executive Council of the Mason Contractors Exchange of Southern California, Inc. AND Bricklayers and Allied Craftworkers Local #4, California for: 4-A Orange County, 4-B San Bernardino &amp; Riverside Counties, 4-G Kern, Inyo, Mono &amp; Tulare Counties and 4-H Los Angeles County</td>
</tr>
<tr>
<td>Cement Masons Local 500</td>
<td>Master Labor Agreement between Southern California General Contractors AND Eleven Southern California Counties Cement Masons</td>
</tr>
<tr>
<td>Electricians Local 11</td>
<td>Inside Wireman’s Agreement between Local Union 11 International Brotherhood of Electrical Workers AND Los Angeles County Chapter National Electrical Contractors Association</td>
</tr>
<tr>
<td></td>
<td>Intelligent Transportation Systems Agreement between Local Union 11 International Brotherhood of Electrical Workers AND Los Angeles County Chapter National Electrical Contractors Association</td>
</tr>
<tr>
<td></td>
<td>Southern California 9th District Sound &amp; Communications Agreement by and between International Brotherhood of Electrical Workers AND National Electrical Contractors Association</td>
</tr>
<tr>
<td>Elevator Constructors Local 18</td>
<td>Thyssen Krupp Elevator Corporation Agreement with International Union of Elevator Constructors</td>
</tr>
<tr>
<td>Gunite Workers Local 345</td>
<td>Agreement between Gunite and/or Shotcrete Contractors AND Southern California District Council of Laborers and it’s affiliate Gunite Local #345</td>
</tr>
<tr>
<td>Iron Workers Reinforced Local 416 and Iron Workers Structural Local 433</td>
<td>Agreement Iron Worker Employers State of California and a portion of Nevada AND District Council of Iron Workers of the State of California and Vicinity</td>
</tr>
<tr>
<td>Local Union/Association</td>
<td>Agreement Description</td>
</tr>
<tr>
<td>-------------------------</td>
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</tr>
<tr>
<td>Laborers Local 802</td>
<td>Southern California Master Labor Agreement between Southern California General Contractors AND The Southern California District Council of Laborers</td>
</tr>
<tr>
<td>Operating Engineers Local 12</td>
<td>Master Labor Agreement between the International Union of Operating Engineers and the Southern California Contractors Association, Inc</td>
</tr>
</tbody>
</table>
| Painters & Allied Trades DC 36 | Painters- Painters and Allied Trades District Council 36 Master Labor Agreement  
Resilient Floor - Master Labor Agreement as Amended between Floor Covering Association of Southern California, Inc AND Painters and Allied Trades District Council No 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247  
Glaziers- Memorandum of Agreement to the Glaziers, LU 636 MLA  
Drywall - Southern California Drywall Finishers Joint Agreement-Southern California Drywall Finishers Labor/Management Cooperation Committee |
<p>| Pipe Trades Local 250 and Pipe Trades Local 78 | Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association AND Southern California Pipe Trades District Council No. 16 of the United Association |
| Pipe Trades Local 345 | Pipe Trades Master Labor Agreement Southern California Pipe Trades UA Local Union 345 Pipe Trades Agreement between California Landscape and Irrigation Council, Inc. AND Southern California Pipe Trades District Council No. 16 of the United Association |
| Pipe Trades Sprinkler Fitters Local 709 | Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen AND Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada |
| Plasterers Local 200 | Labor Agreement between Western Walls &amp; Ceiling Contractors association, Inc California Plastering Conference AND Operative Plasterers' and Cement Masons' International Association AFL-CIO Local Union 200 |</p>
<table>
<thead>
<tr>
<th>Organization</th>
<th>Agreement Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet Metal Workers Local 105</td>
<td>Sheet Metal Worker's International Association Local Union 105 AND Air Conditioning Sheet Metal Association-Los Angeles (ACSMA-LA) Collective Bargaining Agreement</td>
</tr>
<tr>
<td>Teamsters Local 986</td>
<td>Construction Master Labor Agreement between Southern California General Constructors AND Teamsters Joint Council #42 AND Teamsters Local Union #87</td>
</tr>
<tr>
<td>Tile, Marble &amp; Terrazzo Layers Local 18</td>
<td>Tile Layer, Tile Finisher &amp; Marble Finisher Agreement</td>
</tr>
<tr>
<td>Southwest Regional Council of Carpenters</td>
<td>Southern California Master Labor Agreement between United General Contractors, Inc. and the Southwest Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada Affiliated with the Union Brotherhood of Carpenters and Joiners of America</td>
</tr>
</tbody>
</table>
ATTACHMENT C – SECTION 01910 OF THE GENERAL CONDITIONS
SECTION 01910

LOCAL & DISADVANTAGED WORKER PARTICIPATION REQUIREMENT

PART 1 – GENERAL

1.01 SUMMARY

A. This section includes:

1. Part 1 – General
   1.01 – Summary
   1.02 – Definitions
   1.03 – Local and Disadvantaged Local Worker Hiring Requirement

2. Part 2 – Products (Not Used)

3. Part 3 – Execution
   3.01 – Administration and Compliance
   3.02 – Community Service Provider Network

4. Part 4 – Forms
   4.01 – Form 01910-1: Craft Employee Request Form for Martin Luther King Jr. Medical Center Projects
   4.02 – Form 01910-2: Disadvantaged Local Worker Certification Form for Martin Luther King, Jr. Medical Center Projects
   4.03 – Form 01910-3: Local Worker Status Report
   4.04 – Appendix 01910-4: Map showing Zip Codes within 5 mile radius of Martin Luther King Jr. Medical Center

B. In order to boost the local economy and enhance employment opportunities for local construction workers and disadvantaged local workers, the County of Los Angeles requires the Design-Builder and its Subcontractors to employ qualified Local Workers to perform at least 30% of the total California craft worker hours and qualified Disadvantaged Local Workers to perform one third of the local hire requirement or at least 10% of the total California project craft worker hours. Local residency is defined by zip codes in two preference areas within the County of Los Angeles; the Primary Residency Preference Area within a five-mile radius of the project followed by a Secondary Residency Preference Area that includes zip codes having an unemployment rate in excess of 150% of the County average, as described below.
1.02 DEFINITIONS

Whenever the following terms appear in this Section, they will have the following meanings:

A. **California Project Craft Worker Hours** — includes all craft worker hours performed on project work by California residents.

B. **Construction-Related Community-Based Service Organization** — A non-profit organization that assists potential construction workers on public works projects or private development projects by providing access to training, support services, and job readiness skills.

C. **Community Service Provider** — Any public agency or non-profit organization that provides pre-apprenticeship construction training; referral of trained local construction workers to contractors; and/or comprehensive employment support services.

D. **Craft Employee Request Form** — The form used by contractors to request dispatch of craft workers (including apprentices and journeymen), who are Local Workers or Disadvantaged Local Workers, from a Community Service Provider or union hiring hall. The form is submitted by the contractor, completed and fulfilled by a Community Service Provider or union, and submitted to the Local Worker Coordinator as proof of compliance.

E. **Disadvantaged Local Worker** — An individual who resides in a zip code listed in Sections 1.03.B or 1.03.C; and possesses one or more of the barriers to employment below Certification of Disadvantaged Local Workers may be obtained from a Community Service Provider, or additional organization(s) approved by the County of Los Angeles.

- No high school diploma or General Equivalency Degree (GED).
- History of incarceration.
- Unemployed for the preceding 90 days, or greater
- Current recipient of public social service benefits provided by one or more programs, including CalWorks, GAIN, GROW, or EDD unemployment benefits.
- Custodial single parent.
- Homeless.
- Documented annual household income within the poverty guidelines established by the U.S. Department of Health and Human Services, or has a household income less than 50% of the area median income (AMI) of $48,610.
Poverty Guidelines
U.S. Department of Health and Human Services

<table>
<thead>
<tr>
<th>Persons in Family</th>
<th>Poverty Guideline</th>
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<tr>
<td>1</td>
<td>$10,830</td>
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<tr>
<td>2</td>
<td>$14,570</td>
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<tr>
<td>3</td>
<td>$18,310</td>
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<tr>
<td>4</td>
<td>$22,050</td>
</tr>
<tr>
<td>5</td>
<td>$25,790</td>
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<td>6</td>
<td>$29,530</td>
</tr>
<tr>
<td>7</td>
<td>$33,270</td>
</tr>
<tr>
<td>8</td>
<td>$37,010</td>
</tr>
</tbody>
</table>

For families with more than 8 persons, add $3,740 for each additional person.

F. Local Hire Participation Compliance Rectification Amount – The Local Hire Participation Compliance Rectification Amount represents the amount that the County will release in direct proportion to the actual local worker participation levels achieved by the Design-Builder, as documented in the Local Hire Status Report and as forecasted in the Manpower Utilization Plan. The Local Hire Participation Compliance Rectification Amount will be determined by multiplying the Monthly Local Hire Participation Compliance Value of $10,000 by the number of months expired since the Notice to Proceed multiplied by the fraction (percentage) generated from dividing the Cumulative Actual Local Hire Participation (numerator) by the Cumulative Forecast Local Hire Participation (denominator).

G. Local Hire Status Report – Submitted on the first and third Monday of each month to the Local Worker Coordinator, the Local Hire Status Report contains, at a minimum, the following information:
   - Total number of all workers (apprentices and journeymen), hours worked, and wages earned on the project
   - Total number of Local Workers (apprentices and journeymen), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas)
   - Total number of Disadvantaged Local Workers (apprentices and journeymen), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas)
   - Total number of hours worked by Local Workers and Disadvantaged Local Workers by subcontractor
   - Demographic profile of all worker categories (Local, Disadvantaged Local Worker, non-local), including race and gender

H. Local Small Business Enterprise (Local SBE) – A small business certified by the County of Los Angeles Office of Small Business as having their principal office in the County for at least the most recent twelve
months and possessing a Small Business Enterprise (SBE) certification from the State of California Department of General Services.

I. **Local Worker** – An individual who resides in the County of Los Angeles in a zip code within a five-mile radius of the project, or where the unemployment rate exceeds 150% of the Los Angeles County’s average unemployment rate, as listed in Sections 1.03.B and 1.03.C.

J. **Local Worker Coordinator** – The individual assigned by the County of Los Angeles to monitor the Design-Builder’s compliance with the Local Worker and Disadvantaged Local Worker hiring requirement.

K. **Manpower Utilization Plan** – A plan that contains the manpower schedule for the hiring of Local Workers and Disadvantaged Local Workers, and the assignment and use of the subcontractors’ workforce to meet the Local Worker hiring requirement.

L. **Monthly Local Hire Participation Contract Compliance Value** – The Monthly Local Hire Participation Compliance Value of $10,000 is the monthly amount that may be withheld for non-compliance with the Manpower Utilization Plan and the local hire requirement. The Monthly Local Hire Participation Contract Compliance Value is the monetary factor used to calculate the liquidated damages that ultimately will be deducted from amounts otherwise payable to the Design-Builder under contract.

M. **Pre-apprenticeship Training Programs** – Programs administered by a public agency or non-profit organization that provides pre-apprenticeship training using a government approved curriculum. Trainees in these programs are provided an introduction to various construction trades through hands-on construction and in-classroom training. Graduates of these programs are seeking a career in construction.

N. **Primary Residency Preference Area** – The area that includes those zip codes that are within a five-mile radius of the project within the County of Los Angeles (including incorporated cities and unincorporated communities) as listed in Section 1.03.B.

O. **Secondary Residency Preference Area** – Defined by zip codes within the County of Los Angeles (including incorporated cities and unincorporated communities) outside the Primary Residency Preference Area, where the unemployment rate exceeds 150% of the Los Angeles County’s average unemployment rate as listed in Section 1.03.C.

P. **WorkSource Centers** – A network of public and private partners working together to support workers and businesses by serving their employment
and training needs. Centers are funded by the Federal Workforce Investment Act (WIA) and most services are available at no cost.

1.03 LOCAL AND DISADVANTAGED LOCAL WORKER HIRING REQUIREMENT

A. The Design-Builder and its Subcontractors shall at a minimum meet these local worker hiring requirements:
   1. Local Workers shall perform at least 30% of the total California project craft worker hours.
   2. Disadvantaged Local Workers shall perform at least 10% of total California project craft worker hours. These hours may be applied towards the 30% Local Worker requirement.

B. **Primary Residency Preference Area** – Contractors shall first attempt to meet the Local Worker participation requirement by employing qualified workers with residency in these zip codes. This area includes all zip codes within a five-mile radius of the project in the County of Los Angeles (including incorporated cities and unincorporated communities. See Appendix 01910-4).

   | 90001 | 90002 | 90003 | 90011 | 90044 | 90047 | 90058 | 90059 | 90061 | 90201 |
   | 90220 | 90221 | 90222 | 90241 | 90242 | 90247 | 90248 | 90249 | 90250 | 90265 |
   | 90262 | 90270 | 90280 | 90303 | 90305 | 90504 | 90723 | 90748 | 90805 | x     |

C. **Secondary Residency Preference Area** – Contractors shall employ qualified Local Workers from these County of Los Angeles zip codes after documented effort has been made to employ available qualified workers, including new apprentice hires, from the Primary Residency Preference Area. This area within the County of Los Angeles (including incorporated cities and unincorporated communities) includes zip codes where the unemployment rate exceeds 150% of the Los Angeles County's average unemployment rate.

   | 90004 | 90005 | 90006 | 90007 | 90008 | 90012 | 90013 | 90014 | 90015 | 90016 |
   | 90017 | 90018 | 90019 | 90020 | 90021 | 90022 | 90023 | 90024 | 90025 | 90026 |
   | 90027 | 90028 | 90029 | 90031 | 90032 | 90033 | 90037 | 90038 | 90040 | 90042 |
   | 90043 | 90045 | 90046 | 90057 | 90062 | 90063 | 90065 | 90071 | 90073 | 90095 |
   | 90230 | 90301 | 90302 | 90303 | 90304 | 90401 | 90404 | 90602 | 90805 | 90806 |
   | 90638 | 90839 | 90940 | 90950 | 90970 | 90706 | 90710 | 90712 | 90731 | 90744 |
   | 90745 | 90802 | 90804 | 90806 | 90810 | 90813 | 90814 | 90815 | 90840 | 91042 |
   | 91103 | 91104 | 91204 | 91304 | 91306 | 91324 | 91325 | 91330 | 91331 | 91335 |
   | 91342 | 91343 | 91351 | 91352 | 91401 | 91402 | 91405 | 91406 | 91601 | 91602 |
   | 91605 | 91606 | 91702 | 91706 | 91711 | 91713 | 91732 | 91733 | 91744 | 91745 |
   | 91746 | 91748 | 91754 | 91756 | 91767 | 91768 | 91770 | 91789 | 93534 | 93535 |
   | 93536 | 93543 | 93550 | 93551 | X     | X     | X     | X     | X     | x     |

Local and Disadvantaged Worker Participation Requirement
01910-5
D. All Local Workers reside within the areas defined by Section 1.03.B, and Section 1.03.C.

E. Work hours performed on project work by residents of California, excluding the hours performed by material fabricators, designers, project office staff, or vendors, shall be included in the calculation of total California project craft worker hours for the purposes of the percentage requirements set forth in Sections 1.03.A.1 and 1.03.A.2.

F. The Local and Disadvantaged Local Worker participation requirement will not discriminate against or give preference to any particular individual or group based on race, color, gender, sexual orientation, age or disability.

G. The Design Builder will have Community Service Providers certify Disadvantaged Local Workers by using the MLK Center Projects Disadvantaged Local Worker Certification Form found at the end of this section. The Design-Builder and its Subcontractors may submit Disadvantaged Local Workers, including their employees, for certification to these or other organizations approved by the County of Los Angeles.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 ADMINISTRATION & COMPLIANCE

A. The Design-Builder and its Subcontractors shall use the Craft Employee Request Form (Form 01910-1) found at the end of this section for all requests for dispatch of craft workers (including apprentices and journeymen), who are qualified Local Workers or qualified Disadvantaged Local Workers, from a Community Service Provider, union hiring hall, or other source.

B. The Design-Builder and its Subcontractors, prior to commencing work, shall submit a Manpower Utilization Plan to the Project Manager that contains the manpower plan and schedule for the hiring of qualified Local Workers and qualified Disadvantaged Local Workers, and the assignment and use of the subcontractors’ workforce to meet the local worker hiring requirement. The Design-Builder, thereafter, will submit updates to the Manpower Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.
C. The Design-Builder shall submit a **Local Hire Status Report** using LCP Tracker to the Local Worker Coordinator on the first and third Monday of each month that contains, at a minimum, the information below:

- Total number of all workers (apprentices, journeymen, foremen, and superintendents), hours worked, and wages earned on project.

- Total number of Local Workers (apprentices, journeymen, foremen, and superintendents), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas).

- Total number of Disadvantaged Local Workers (apprentices, journeymen, foremen, and superintendents), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas).

- Total number of hours worked by Local Workers and Disadvantaged Local Workers by subcontractor.

- Demographic profile of all worker categories (Local, Disadvantaged Local Worker, and Non-Local), including race and gender.

D. The Design-Builder and its subcontractors shall **first** meet the Local Worker participation requirement by employing qualified workers from the Primary Residency Preference Area. If the Design-Builder is unable to meet their entire Local Worker need from this area, it must submit to the Local Worker Coordinator a statement on company letterhead certifying that it secured all available qualified local workers from this area during a 48 hour period before pursuing manpower from the Secondary Residency Preference Area.

E. The Design-Builder’s compliance with the approved Manpower Utilization Plan will be evaluated monthly using the Local Hire Status Report, as described in Section 3.01.C. To this end, the County will release the Local Hire Participation Compliance Rectification Amount in direct proportion to the actual local hire participation levels achieved by the Design-Builder and as forecasted in the Manpower Utilization Plan. The Local Hire Participation Compliance Rectification Amount will be determined by multiplying the Monthly Local Hire Participation Contract Compliance Value of $10,000 by the number of months expired since the Notice to Proceed multiplied by the fraction (percentage) generated from dividing the Cumulative Actual Local Hire Participation (numerator) by the Cumulative Forecast Local Hire Participation (denominator).
F. On a monthly basis, the County will release the Local Hire Participation Compliance Rectification Amount, minus the total value of previous releases, in direct proportion to the actual local hire participation levels achieved by the Design Builder consistent with the Manpower Utilization Plan. If the cumulative local hire participation exceeds the cumulative forecast local hire participation, the County will release the Local Hire Participation Compliance Rectification Amount based on a value not to exceed 100%.

\[
\text{Local Hire Participation Compliance Amount} = \frac{\text{Cumulative Value of Monthly Releases}}{\text{Cumulative Forecast Local Hire Participation}} \times \text{Number of Months Since Notice to Proceed (NTP)} \times \text{Actual Local Hire Participation} \times \text{Cumulative Forecast Local Hire Participation} \times \frac{\text{Equla}}{($10,000)} \times \text{Multiply} \times \text{Multiply} \times \frac{\text{Divide}}{\text{Equla}}
\]

G. At the conclusion of the project, the County will conduct a final evaluation of the Design-Builder’s compliance with the Manpower Utilization Plan as described in Section 3.01 B and execute a final release of funds, if applicable, as described in Section 3.01 F. The Design Builder’s failure to comply with the Manpower Utilization Plan or meet the Local Worker Hiring Requirement in Section 1.03.A by the conclusion of the project shall result in the County imposing liquidated damages and deducting such amount otherwise owed to the Design-Builder in its final payment. The County will not be required to pay interest on any amounts withheld during the term of the contract.

H. The County and Design-Builder specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained due to the Design-Builder’s inability to achieve Local Worker Hiring Requirement in Section 1.03.A.

I. The Design-Builder shall submit the Local Hire Status Report, as provided at the end of this section, with the monthly pay application and as required in Section 3.01.C, to demonstrate progress in meeting the Manpower Utilization Plan. Failure to submit the Local Hire Status Report shall be deemed to constitute zero percent local hire participation for the month and the County may retain the Monthly Local Hire Participation Contract Compliance Value of $10,000 for that month.

Local and Disadvantaged Worker Participation Requirement
01910-8
J The County of Los Angeles may issue a Local Small Business Enterprise (LSBE) contractor a waiver from the local hiring requirement if the total number of workers used by the subcontractor is four (4) or less, the work performed requires a specialized certification or license, and the work will be performed in one day. The Design-Builder will submit a waiver request to the Local Worker Coordinator for review and approval one month prior to the subcontractor commencing work.

3.02 COMMUNITY SERVICE PROVIDERS

The Design-Builder and its Subcontractors shall use Community Service Providers that provide qualified pre-apprenticeship construction training, construction-related community based organizations, and WorkSource Centers to facilitate the recruitment and placement of Local and Disadvantaged Local Workers. With County concurrence, additional local resources known to the Design-Builder may be used.

A. PRE-APPRENTICESHIP TRAINING PROGRAMS

1. "WE BUILD" TRAINING PROGRAM

<table>
<thead>
<tr>
<th>East Los Angeles Occupational Center</th>
<th>Maxine Waters Employment Preparation Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>2100 Marengo Street</td>
<td>10925 S. Central Avenue</td>
</tr>
<tr>
<td>Los Angeles, CA 90031</td>
<td>Los Angeles, CA 90059</td>
</tr>
<tr>
<td>Phone: 323-223-1283</td>
<td>323-564-1431</td>
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<table>
<thead>
<tr>
<th>East Los Angeles Skills Center</th>
<th>North Valley Occupational Center</th>
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<tbody>
<tr>
<td>3921 Selig Place</td>
<td>11450 Sharp Avenue</td>
</tr>
<tr>
<td>Los Angeles, CA 90032</td>
<td>North Hills, CA 91345</td>
</tr>
<tr>
<td>Phone: 323-224-9970</td>
<td>818-365-9645</td>
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<table>
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<tr>
<th>Los Angeles Technology Center</th>
<th>West Valley Occupational Center</th>
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<tbody>
<tr>
<td>3721 W. Washington Boulevard</td>
<td>6200 Winnetka Avenue</td>
</tr>
<tr>
<td>Los Angeles, CA 90016</td>
<td>Woodland Hills, CA 91367</td>
</tr>
<tr>
<td>323-732-9153</td>
<td>818-346-3540</td>
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2. YOUTH BUILD

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<tr>
<th>LA CAUSA YouthBuild</th>
<th>CCEO YouthBuild</th>
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<tbody>
<tr>
<td>5400 East Olympic Blvd, Suite 210</td>
<td>17216 S. Figueroa Street</td>
</tr>
<tr>
<td>Los Angeles, CA 90022</td>
<td>Gardena, CA 90248</td>
</tr>
<tr>
<td>Phone: 323-887-2800</td>
<td>Phone: 310-225-3060</td>
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<table>
<thead>
<tr>
<th>Los Angeles Conservation Corps</th>
<th>AYE of Catholic Charities of Los Angeles</th>
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<tr>
<td>P.O. Box 15888</td>
<td>3250 Wilshire Blvd., Suite 1010</td>
</tr>
<tr>
<td>Los Angeles, CA 90015</td>
<td>Los Angeles, CA 90010</td>
</tr>
<tr>
<td>Phone: 213-747-1872</td>
<td>Phone: 310-225-3060</td>
</tr>
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3. FLINTRIDGE CENTER/PASADENA CITY COLLEGE

Local and Disadvantaged Worker Participation Requirement
01910-9
B. WORKSOURCE CENTERS:

<table>
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<tr>
<th>WorkSource Center</th>
<th>Address</th>
<th>City</th>
<th>Tel.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Angeles Urban League WorkSource Business &amp; Career Center</td>
<td>12700 Avalon Boulevard Los Angeles, CA 90061</td>
<td>Los Angeles</td>
<td>(323) 600-1106</td>
</tr>
<tr>
<td>UAW WorkSource Center</td>
<td>3965 S. Vermont Avenue Los Angeles, CA 90037</td>
<td>Los Angeles</td>
<td>(323) 752-2115</td>
</tr>
<tr>
<td>Jordan Downs WorkSource Satellite</td>
<td>2101 E 101st Street Los Angeles, CA 90002</td>
<td>Los Angeles</td>
<td>(323) 249-7751</td>
</tr>
<tr>
<td>Metro North WorkSource Center</td>
<td>342 San Fernando Road Los Angeles, CA 90031</td>
<td>Los Angeles</td>
<td>(323) 539-2000</td>
</tr>
<tr>
<td>South LA WorkSource Center (CCl)</td>
<td>7518-28 S. Vermont Avenue Los Angeles, CA 90044</td>
<td>Los Angeles</td>
<td>(323) 752-2115</td>
</tr>
<tr>
<td>Harbor WorkSource Center</td>
<td>1851 N. Gaffey Street, Suite F San Pedro, CA 90731</td>
<td>San Pedro</td>
<td>(310) 732 – 5700</td>
</tr>
<tr>
<td>Southeast LA-Watts WorkSource Center (WLCAC)</td>
<td>10950 S. Central Avenue Los Angeles, CA 90059</td>
<td>Los Angeles</td>
<td>(323) 563-5682</td>
</tr>
<tr>
<td>Northeast WorkSource Portal/Roybal Youth &amp; Family</td>
<td>2130 E First Street, Suite 305 Los Angeles, CA 90033</td>
<td>Los Angeles</td>
<td>(323) 352-5100</td>
</tr>
<tr>
<td>Wilshire-Metro WorkSource Center</td>
<td>3550 Wilshire Blvd., Suite 500 Los Angeles, CA 90010</td>
<td>Los Angeles</td>
<td>(213) 365-9829</td>
</tr>
<tr>
<td>West Adams-Baldwin Hills WorkSource</td>
<td>3344 S. La Cienega Boulevard Los Angeles, CA 90016</td>
<td>Los Angeles</td>
<td>(323) 526-3740</td>
</tr>
<tr>
<td>Hub Cities WorkSource</td>
<td>2877 Zoe Avenue Huntington Park, CA 90255</td>
<td>Inglewood</td>
<td>(323) 586-4700</td>
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<td>Inglewood One-Stop Business &amp; Career Center</td>
<td>110 South La Brea Avenue Inglewood, CA 90301</td>
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<td>3447 Atlantic Avenue Long Beach, CA 90807</td>
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<td>18801 South Western Avenue Gardena, CA 90274</td>
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<td>Cerritos Career Center</td>
<td>10900 E. 183rd Street, Suite 350 Cerritos, CA 9070</td>
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<td>Norwalk/EDD Career Center</td>
<td>12715 Pioneer Boulevard Norwalk, CA 90650</td>
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Local and Disadvantaged Worker Participation Requirement 01910-10
### C. CONSTRUCTION-RELATED COMMUNITY-BASED SERVICE ORGANIZATIONS

1. **Alameda Corridor Jobs Coalition (ACJC)**  
   2905 S. Vermont Avenue  
   Los Angeles, CA 90007  
   323-731-6606

2. **Playa Vista Jobs**  
   4112 S. Main Street  
   Los Angeles, CA 90037  
   323-432-3955

3. **Unity in the Community**  
   3570 Rodeo Place  
   Los Angeles, CA 90016  
   323-294-2982

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Local and Disadvantaged Worker Participation Requirement  
01910-11
PART 4. FORMS (CONTINUED ON NEXT PAGE)

4.01 Form 01910-1: Craft Employee Request Form

4.02 Form 01910-2: Disadvantaged Local Worker Certification Form

4.03 Form 01910-3: Local Worker Status Report

4.04 Appendix 01910-4: Map showing zip codes within 5 mile radius of Martin Luther King, Jr. Medical Center
The Los Angeles County Department of Public Works requires that Local Workers perform at least 30% of the total California project hours—and further that Disadvantaged Local Workers perform at least 10% of the total California project hours. Local Workers from the Primary Residency Preference Area shall be first referred for Project Work, followed by Local Workers in the Secondary Residency Preference Area, including journeypersons and apprentices.

**PRIMARY RESIDENCY PREFERENCE AREA ZIP CODES:** The following zip codes represent a five-mile radius of the project site. Local workers in these zip codes shall be first dispatched to MLK Projects.

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**SECONDARY RESIDENCY PREFERENCE AREA ZIP CODES:** Local Workers from these zip codes shall be referred for project work after all available Local Workers in the Preferred Residency Preference Area have been dispatched to MLK Projects.

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**CRAFT WORKER REQUEST:**

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<th>QTY</th>
<th>CRAFT POSITION</th>
<th>JOURNEYMEN OR APPRENTICE LEVEL</th>
<th>LOCAL WORKER (PRIMARY RESIDENCY AREA REQUIRED)</th>
<th>LOCAL WORKER (SECONDARY RESIDENCY AREA)</th>
<th>DISADVANTAGED LOCAL WORKER</th>
<th>DATE</th>
<th>TIME</th>
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Please have the worker(s) report to the following project site address indicated below:

**Project Name:**

**Site Address:**

**Report to:**

**On-site Tel #:**

**On-site Fax:**

**Comment or special instructions:**

---

**Completed by Community Service Provider Organization or Union**

**Received By:**

**Date Received:**

**Dispatch Date:**

**Available for Dispatch**

**Disadvantaged Worker**

**Unavailable for Dispatch**

**Primary Preference Area Local Worker**

**Secondary Preference Area Local Worker**

*See instruction below.

*Attach letter stating reason for not dispatching local worker(s) who reside in the Primary Residency Preference Area zip codes.

**Print Dispatcher Name:**

**Phone:**

---
FORM 01910-2

MARTIN LUTHER KING, JR. MEDICAL CENTER PROJECTS
DISADVANTAGED LOCAL WORKER
CERTIFICATION FORM

I, ______________________, reside at____________________, ________, CA ______
(Print Full Name) (Street Address) (City) (Zip code)

and hereby declare the following:

(CHECK ALL APPLICABLE AND VERIFIABLE SOCIO-ECONOMIC CONDITIONS)

☐ I meet the income levels in the table below, or have a household income less than 50% of the AMI.
☐ I am homeless
☐ I am a custodial single parent
☐ I currently receive public assistance (CalWorks, GAIN, GROW, or unemployment benefits)
☐ I do not have a high school diploma or general equivalency degree (GED)
☐ I have a criminal justice record
☐ I have been unemployed for at least the last 90 days

I understand that this certification is subject to audit by the County of Los Angeles or their designee, and that all statements made herein are true and correct. I have attached a copy of my California driver’s license or identification card as evidence of residency in the County of Los Angeles. I further understand that if I falsify or misrepresent information on this form, the County of Los Angeles may, in its sole discretion, disqualify me from participating as a Disadvantaged Local Worker on Martin Luther King, Jr Medical Center Projects.

The foregoing is true and correct under penalty of perjury of the laws of the State of California.

Signature_________________________ Social Security #: ________________

Executed in the city of ________________, in County of Los Angeles on __________, 2010.

Poverty Guidelines
U.S. Department of Health and Human Services

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<th>Persons in Family</th>
<th>Poverty Guideline</th>
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<td>$14,570</td>
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<td>$16,310</td>
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<td>$33,270</td>
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<td>$37,010</td>
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For families with more than 8 persons, add $3,740 for each additional person.

The area median income (AMI) for the County of Los Angeles is $48,610.

CERTIFYING OFFICIAL USE ONLY

The applicant is approved for certification as a Disadvantaged Local Worker.

_________________________ CBO: ________________
(print name)

_________________________ Date: ________________
(signature)

Send signed copies to:

Contractor: ________________ Fax: ________________

Local Worker Coordinator Fax: ________________

Local and Disadvantaged Worker Participation Requirement
01910-14
FORM 01910-3

Martin Luther King, Jr. Medical Center
Inpatient Tower Project
Local Hire Status Report

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DEMOGRAPHIC PROFILE
- African American
- American Indian
- Asian
- Caucasian
- Hispanic
- Other

- Male
- Female

Design-Build: __________________________
Contact: __________________________
Date: __________________________

Local and Disadvantaged Worker Participation Requirement
01910-15
END OF SECTION
### PRIMARY RESIDENCY PREFERENCE AREA (TIER 1)

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### SECONDARY RESIDENCY PREFERENCE AREA (TIER 2)

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