CITY OF CARSON
PROJECT LABOR AGREEMENT

WITH

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION
TRADES COUNCIL
Affiliated with the Building &
Construction Trades Department (AFL/CIO)
Craft International Unions
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NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES
HERETO, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "City" means the City of Carson.

1.3 "Committee" means Joint Administrative Committee as described in Article XI of this Agreement.

1.4 "Construction Contract" and "Construction Contracts" means any contract entered into by the City for: actual specialty construction work that exceeds Twenty-Five Thousand Dollars ($25,000.00); or actual general construction work that exceeds One Hundred and Twenty-Five Thousand Dollars ($125,000.00) at the time the contract for construction is entered into. The City shall have the sole right to make a determination if the proposed work is "specialty construction work" or "general construction work". The term "Construction Contract" or "Construction Contracts" shall not include the following:

(1) City contracts for actual specialty construction work that are Twenty-Five Thousand Dollars ($25,000.00) or less and City contracts for actual general construction work that are One Hundred and Twenty-Five Thousand Dollars ($125,000.00) or less at the time the Construction Contract is entered into and which are subsequently increased above said amounts through the issuance of change order(s) or otherwise.

(2) Any contract for actual construction that has already been entered into or any contract for actual construction that is entered into by the City within sixty (60) days after this Agreement is executed by all parties hereto.

(3) Any City contract for construction that is entered into by the City after the expiration or termination of this Agreement.

1.5 "Contractor/Employer" or "Contractors/Employers" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract or Inspection Services Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction or inspection of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

1.6 "Inspection Services" means work performed by inspectors.
1.7 "Inspection Services Contract" or "Inspection Services Contracts" means any agreement that provides in the scope of services for work to be performed by Inspector(s) on a City Project. The term "Inspection Services Contract" or "Inspection Services Contracts" shall not include the following:

(1) Any contract for Inspection Services that has already been entered into or any contract for Inspection Services that is entered into by the City within sixty (60) days after this Agreement is executed by all parties hereto.

(2) Any contract for Inspection Services that is entered into by the City after the expiration or termination of this Agreement.

(3) Other work to be performed pursuant to the Inspection Services Contract(s) that is not performed by Inspectors.

1.8 "Inspector" or "Inspectors" means the classifications of Building/Construction Inspector and Field Soils and Material Testers performing work on a Project including work as defined in the State of California Prevailing Wage Determination scope of work for said craft(s) whether the work is performed under these classifications pursuant to a professional services agreement or a Construction Contract.

1.9 "Letter of Assent" means agreement acceptance letters by all Contractors/Employers.

1.10 “Material Supplier” or “Material Suppliers” means a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with the Contractor/Employer or any subcontractor to furnish materials or equipment to be used on or incorporated in the Project work by the Contractor/Employer or any subcontractor.

1.11 "Plan" means the plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

1.12 "Project" or "City Project" means Construction Contracts entered into by the City for a City construction project.

1.13 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.
ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall apply to the City, Contractors/Employers entering into Construction Contracts or Inspection Services Contracts, Contractors/Employers performing work or agreeing to perform work as subcontractors or otherwise in regards to Construction Contracts or Inspection Services Contracts, and the Los Angeles/Orange Counties Building and Construction Trades Department (AFL/CIO) Craft International Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 Project Description: This Agreement shall apply to all Construction Contracts as defined in Article 1, Section 1.4 above, and Inspection Services Contracts, as defined in Article 1, Section 1.7 above, unless specifically excluded or limited in Article II, Section 2.4 below. This Agreement shall in no way limit the City’s right to terminate, modify or rescind a Construction Contract or Inspection Services Contract and the City has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding Construction Contracts or Inspection Services Contract or portions of Construction Contracts or Inspection Services Contract identified as part of this Agreement. Should the City remove or terminate any contract or agreement for construction or Inspection Services that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for construction or Inspection Services, the contract for construction or Inspection Services may, at the sole election of the City, be performed under the terms of this Agreement.

2.3 Project Labor Disputes: Unless otherwise specifically provided herein, all Project labor disputes involving the application or interpretation of a collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the applicable collective bargaining agreement. All disputes relating to the interpretation or application of the Project Labor Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

2.4 Exclusions:

(1) This Agreement shall only apply to the following:

(a) Construction Contracts as defined in Article I, Section 1.4 above. Should the City remove or terminate any contract for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on the contract for construction, the contract for construction may, at the sole election of the City, be performed under the terms of this Agreement.
(b) Inspection Services Contracts as defined in Article I, Section 1.7 above, if the entire scope of work of the Inspection Services Contract is for Inspection Services. If only a portion of the scope of work of the Inspection Services Contract is for Inspection Services, then this Agreement shall only apply to the portions of the Inspector Services Contract that covers work to be performed by Inspectors and does not apply to other services to be performed pursuant to the Inspector Services Contract. The parties to this Agreement expressly agree that where only a portion of the scope of work of the Inspection Services Contract relates to work to be performed by Inspectors, that this Agreement shall only apply to work to be performed by those Inspectors and that this Agreement shall not apply to any other work covered by the Inspector Services Contract.

(2) This Agreement shall not apply to or govern the award of City contracts which are outside the approved scope of the City.

(3) This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contacts entered into by the City including, but not limited to, services provided at any City facility, building or park, or the operation or maintenance of any City facility, building, park, tree, or landscaping.

(4) This Agreement shall not apply to a Contractor's/Employer's non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by existing building and construction trades collective bargaining agreements).

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

(6) This Agreement shall not apply to officers and employees of the City.

(7) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any City Project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by the City, the Carson Redevelopment Agency or any other governmental entity.

(8) This Agreement shall not apply to any Project, Construction Contract or Inspection Services Contract that receives funding or assistance from any federal, state, local or other public entity if a requirement, condition or other term of receiving said funding or assistance is that the City not require, bidders, contractors, subcontractors or other persons or entities to: enter into an agreement with one or more labor organizations; or enter into an agreement that contains any of the terms set forth
herein. At this time, the use of federal funds or assistance on any project whereby the recipient of federal funds or assistance requires bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations is prohibited. As long as this prohibition is in place, this Agreement shall not apply to any federally funded or assisted Project, Inspection Services Contract or Construction Contract.

ARTICLE III

EFFECT OF AGREEMENT

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

3.2 By accepting the award of a Construction Contract or Inspection Services Contract or entering into a contract to perform work pursuant to a Construction Contract or Inspection Services Contract whether as a contractor or subcontractor, the Contractor/Employer agrees to sign the letter of assent as shown in Attachment A and be bound by each and every provision of the Agreement, to the extent provided herein.

3.3 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Contractor/Employer will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

3.4 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a Construction Contract or Inspection Services Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction or Inspection Services subcontract to agree in writing in the form of a Letter of Assent, see attachment A, to be bound by each and every provision of this Agreement prior to the commencement of any work on the Project, to the extent provided herein.

3.5 This Agreement shall only be binding on the signatory Contractor/Employers hereto in regards to the applicable Construction Contract or Inspection Services Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any Contractor/Employers or any other contract for construction or project to which this Agreement does not apply.

3.6 This Agreement shall be included as a general condition of all applicable Construction Contracts and Inspection Services Contracts for which the City requests bids or proposals.
ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractors/Employers agree:

(1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, slowdown, withholding of work, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind for any reason.

(2) As to employees employed on City Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement. The Contractor/Employer may lay off employees for lack of work, or in the event that a strike, picketing or other disruption impedes the work of the Project covered by this Agreement.

(3) No picket lines will be established at the job site by any of the Unions. The Unions agree that they will not sanction in any way any picket line or other impairment of the work on any City Project, subject to this Agreement, and will affirmatively take all measures necessary to require their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on City Projects, subject to this agreement, will also do so themselves.

4.2 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any City Project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under the labor agreement or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on all City Projects on one of the following two bases, both of which will be offered by the Unions involved to the Contractors/Employers affected:

(1) Each of the Unions with a contract expiring must offer to continue working on all City Projects under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate
state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the Union’s interim agreement offered to Contractors/Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(2) Each of the Unions with a contract expiring must offer to continue working on all City Projects under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state and/or federal prevailing wage laws, if the Contractor/Employers affected by that contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at City Projects is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor/Employer shall pay to its employees who performed work covered by the Agreement at City Projects during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee’s hours worked on all City Projects during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected Contractor/Employer shall be solely responsible for any retroactive payment to its employees and that neither the City nor any other Contractor/Employer has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor/Employer.

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

4.3 Expedited Arbitration will be utilized for all Work Stoppages and Lockouts. In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of Article IV is alleged.

(1) The party invoking this procedure shall notify the permanent Arbitrator next in sequence from the following list: Lionel Richman, Joe Gentile, Howard Block and Louis Zigman. The parties agree these shall be the four permanent Arbitrators under this procedure. In the event that none of the four permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the four permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate
an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the parties shall mutually select a new permanent Arbitrator from the following list of arbitrators: Mark Burnstein and Chester Brisco. Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the parties involved in the Arbitration and the decision of the Arbitrator shall be final and binding on the parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.

(2) Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by facsimile or telegram to the party alleged to be in violation and to the Building Trades Council. If the City is not a party to the Arbitration, it shall receive notice by telephone, with notice by facsimile or telegram.

(3) Upon receipt of said notice, the permanent Arbitrator shall set and hold a hearing, if the violation still exists or if the party alleging the breach requests, the hearing shall be set and held within twelve (12) hours if possible and within twenty-four (24) hours if not. Otherwise, the hearing shall be set and held within forty-eight (48) hours or such later time to which the party alleging the breach consents.

(4) The Arbitrator shall notify the parties by telephone and by facsimile or telegram of the place and time he has chosen for this hearing. If the City is not a party to the Arbitration, it shall receive notice of the place and time of the hearing by telephone and by facsimile or telegram. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Building Trades Council shall be sufficient to constitute notice to the Unions for purposes of the Arbitration being heard by the Arbitrator. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator. If the City is not a party to the Arbitration, the City shall have the right to attend the hearing and provide any relevant information to the Arbitrator.

(5) The sole issue at the hearing shall be whether or not a violation of Sections 4.1 or 4.2 of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any other types of violation of this Agreement or to award damages, which issue is reserved for court proceedings, if any. For purposes of deciding this issue, the actions of individual craft workers engaging in conduct described in sections 4.1 or 4.2 shall constitute violations of the sections by the Unions representing these individuals. Similarly, conduct described in sections 4.1 or 4.2 carried out by unions not signatory to this Agreement shall constitute violations of this Agreement by any Union signatory to this Agreement that is a sister union, subsidiary union, or parent of the offending non-signatory union. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. Irrespective of the Arbitrator's decision of whether Sections 4.1 or 4.2 have been breached, the Arbitrator may retain jurisdiction over the parties for violations, occurring during the succeeding seven days and shall convene additional proceedings upon request to hear further evidence of breaches of sections 4.1 or 4.2. If the City, in
cases where the City is not a party to the Arbitration, or party to the Arbitration, desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement, of the Award. If the Arbitrator finds that a violation of Sections 4.1 or 4.2 of this Article has occurred, the Arbitrator in his written Award shall order cessation of the violation of this Article and a return to work and other appropriate relief, and such Award shall be served on all parties, and on the City, if the City is not a party to the Arbitration, by hand, facsimile or registered mail upon issuance. The Award will be final and binding on the parties to the Arbitration, including the individual craft workers on City Projects represented by any of the Unions subject to the Award.

(6) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephonic or facsimile notice of the filing of such enforcement proceedings shall be given to the party against whom the Award is sought to be enforced. In the proceeding to obtain a temporary order enforcing the Arbitrator’s Award, all parties agree that such proceedings may be heard ex parte. Such agreement does not waive any party’s right to participate in a hearing for a final order enforcing the Award. The Court’s order or orders enforcing the Arbitrator’s Award shall be served on all parties to this Agreement by hand, by facsimile, by delivery to their last known address or by registered mail.

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

(8) The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the responding party or parties.

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

ARTICLE V

NO DISCRIMINATION

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

UNION SECURITY

6.1 The Contractors/Employers recognize the Unions as the sole bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the Project work; provided, however, that any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract, Inspection Services Contract or Project. The Contractor/Employer shall, however, require all employees working on a Construction Contract, Inspection Services Contract or Project, to the extent which this Agreement applies, for a cumulative total of eight (8) or more working days, to comply with the applicable Union's security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required for membership in the applicable Union which is a party to this Agreement.

ARTICLE VII

REFERRAL

7.1 The Contractors/Employers recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor/Employer has his/her own core workforce, said Contractor/Employer shall follow the procedures outlined below. An employee shall be considered a member of a Contractor's/Employer's core workforce for the purposes of this Article if the employee's name appears on the Contractor's/Employer's active payroll for 60 of the 100 working days before award of the Construction Contract or Inspection Services Contract. The number of core employees on City Projects shall be governed by the following procedure: The Contractor/Employer shall select the first "core" employee to work on the Project. If an additional employee is required, the next employee shall come from the local hiring hall of the affected trade or craft. After this, one "core" employee shall be selected and then one employee from the hiring hall of the affected trade or craft if needed up to a total of ten (10) employees for the craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of remaining "core" employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor/Employer under this Agreement. This provision applies only to employees not currently working under a current master labor agreement and is not intended to limit transfer provisions of current master labor agreements of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund
coverage, all contractors shall require their "core work force" and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any.

7.2 Contractors/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law.

7.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for qualified employees within a forty eight (48) hour period after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source.

7.4 Unions will be required to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors/Employers. In recognition of the fact that the communities closest to the Project will be impacted by the construction of these Projects, the parties agree to support the development of increased numbers of construction workers from residents of these communities. Toward that end, the Unions agree to make a concentrated effort to recruit residents of the City enrolled in local trade schools or otherwise and to refer and utilize qualified City residents on the Projects. The Unions shall submit written documentation to the City on an annual basis which sets forth the steps taken by the Unions to recruit, refer and utilize qualified City residents and the number of City residents recruited by the Unions and referred to or utilized on the Projects. In recognition of the City's mission to serve the residents of the City, the Unions and Contractors/Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the City shall be first referred for Project work, including journeypersons, apprentices, or other positions. The purpose of this section is to provide employment opportunities for those residents, which live in communities, which have historically been economically depressed.

7.5 A goal of 30% of all of the labor and craft positions shall be from workers residing within the Project area described in Section 7.4 above. In addition, a goal of 5% of all of the labor and craft positions shall be from the City wide labor pool classified as "at risk".

7.6 The "at risk" workers will be referred to the Unions from community-based job placement organizations and brokers such as City of Carson Job Clearinghouse located at 1 Civic Plaza, Suite 200, Carson, CA 90745, and the Workforce Investment Network (WIN), located at 1 Civic Plaza, Suite 500, Carson, CA 90745. The job broker shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify the "at risk" worker:

- Household income below 50% of the median;

- Homeless;
-Welfare recipient;
-History of involvement with the justice system;
-Unemployed; and
-Single parent.

For the applicant to qualify under this program, the job broker shall verify the presence of a minimum of two of the above criteria.

ARTICLE VIII
WAGES & BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors/Employers the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors/Employers from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required. The determination of appropriate wage rates is the sole obligation of the Contractor/Employer and all parties agree that the City shall not be liable for determining the appropriate wage rates to be paid and/or liable for the payment of wages.

8.2 Contractors/Employers shall pay contributions to the established employee benefit funds in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the Contractor/Employer 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/Employer on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve a Contractor/Employer from any independent contractual or other obligation they may have to make contributions, deductions or payments for benefits. The determination of appropriate contributions, deductions or payments for benefits is the sole obligation of the Contractor/Employer and/or Unions and all parties agree that the City shall not be liable for determining the level of contributions, deductions or payments for benefits and the City shall not be liable for or required to make contributions, deductions or payments for benefits.

8.3 The Contractor/Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which
payments are to be made into, and benefits paid out of such trust funds for the Contractor's/Employer's employees. The Contractor/Employer 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/Employer.

ARTICLE IX
EMPLOYEE GRIEVANCE PROCEDURE

9.1 All Contractors/Employers shall be bound to the grievance procedure contained in the Master Labor Agreement of the craft representing the employee(s) involved in any dispute. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Under either procedure the City must be notified so it has the opportunity to attend and participate in said proceedings.

ARTICLE X
COMPLIANCE

10.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII. The City may designate a representative to monitor and investigate issues related to this Agreement including, but not limited to, the prevailing wage requirements, local and "At Risk" hiring compliance, and the affirmative action provisions of the City.

ARTICLE XI
JOIN™ ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a five (5) person Joint Administrative Committee. This Committee shall be comprised of three (3) representative selected by the City; one (1) representative of the Contractor/Employer, and one (1) representative of the Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of any of the City's Projects.

ARTICLE XII
DISPUTE RESOLUTION PROCEDURE

12.1 Disputing parties are encouraged to meet as soon as possible and try to reach an agreement to resolve the dispute. However, if an agreement cannot be reached, the following procedure shall be used. The parties understand and agree that
in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. Employee grievances shall be evaluated based on the grievance procedure contained in the Master Labor Agreement of the craft as outlined in Article IX of this Agreement. The Dispute Resolution procedure outlined in Article XII of this Agreement shall not include employee grievance procedures. No disputes shall be recognized unless the disputing party (City on its own behalf, Local Union or District Council on its own behalf, or Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. In any cases where the City is not a party to the dispute, the City shall be provided with notice by telephone and facsimile or telegram of the dispute by the complaining party. The time limits in Section 13.1 may be extended by mutual written agreement of the parties.

12.2 Disputes shall be settled according to the following procedures:

Step 1: Within three (3) business days after the receipt of the written notice of the dispute, the Business Representative of the involved Local Union or District Council, or his/her designee, the representative of the involved Contractor/Employer and/or the representative of the City shall confer and attempt to resolve the dispute.

Step 2: In the event that the representatives are unable to resolve the dispute within the three (3) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within three (3) business days after such referral (or such longer time as is mutually agreed upon by all representatives of the Joint Administrative Committee), to confer in an attempt to resolve the dispute. If the dispute is not resolved within three (3) business days after its referral (or such longer time as mutually agreed upon) it may be referred within three (3) business days by either party to Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, the dispute shall be moved to a Joint Adjustment Board. This Board shall be made up of five (5) members. One (1) member shall be appointed by the Union, one (1) member shall be appointed by the Contractor/Employer and three (3) members shall be appointed by the City. The Adjustment Board will meet within fifteen (15) days of having received the dispute. A bench decision will be rendered by the Adjustment Board at the time of the hearing of the dispute. A written opinion may be requested by either party from the Adjustment Board. Any decision of the Adjustment Board shall be subject to judicial review.
12.3 The time limits specified in any step of the Dispute Resolution Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute Procedure. However, failure to process a dispute, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

12.4 In order to encourage the resolution of disputes at Steps 1, 2, and 3 of the dispute procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII
JURISDICTIONAL DISPUTES

13.1 The assignment of work will be solely the responsibility of the Contractor/Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

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

13.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s/Employer’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

13.4 Each Contractor/Employer will conduct a pre-job conference with the appropriate Building and Construction Trades Council prior to commencing work. The Project Contractor and the City will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 The Contractor/Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Collective Bargaining Agreements of the Unions if applicable.
14.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Contractors/Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of the Agreement will not be recognized.

14.3 The Contractor/Employer shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Contractor/Employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between the particular Contractor/Employer and Union and pursuant to this Agreement.

14.4 Nothing in this Agreement shall be construed to limit the right of any of the Contractors/Employers to select the lowest bidder he deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Contractor/Employer in accordance with the Construction Contract or Inspection Services Contract.

14.5 It is recognized that certain materials, equipment and systems of a highly technical or technological and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, prepipded, prewired and/or installed under the supervision and direction of the City's, Contractor's/Employer's and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems may be installed under the supervision and direction of the City's, its representative, the Contractor's/Employer's or the manufacturer's personnel. The unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Sections 4.1 and 4.2.

ARTICLE XV
SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

15.3 The parties acknowledge that the City and Contractor/Employer have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the City's premises. Additionally, the Contractor/Employer has a "drug free" work place policy, which prohibits those working on the City's premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

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

ARTICLE XVI
SAVINGS CLAUSE

16.1 The parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question. All parties signatory to this Agreement will be required to comply with the law.

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

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions no Contractor/Employer, or Union would be bound by the provisions of Article IV. The Unions and their members shall remain bound to Article IV with respect to all Contractor/Employers who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractor/Employer.

ARTICLE XVII
PRE-JOB CONFERENCE

17.1 A pre-job conference shall be held prior to the start of work by the prime contractor for the Project covered by this Agreement. The purpose of the conference will
be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules.

ARTICLE XVIII

STEWARD

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

ARTICLE XIX

TERM

19.1 To the extent provided herein, this Agreement shall commence and be applicable to all Construction Contracts and Inspection Services Contracts entered into sixty (60) days after execution of this Agreement by all parties.

19.2 The Agreement shall continue in full force and effect for a period of five (5) years after the commencement date. The Agreement may subsequently extended be written amendment if agreed to by the parties.

19.3 The parties to this Agreement shall not be bound by or required to comply with the provisions of this Agreement upon expiration or termination of this Agreement.

ARTICLE XX

INDEMNITY

20.1 The Unions agree to indemnify the City, Carson Redevelopment Agency, their officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, direct damages, consequential damages, economic loss, damages to persons or property, other losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with this Agreement, the interpretation of an provision contained in this Agreement, the negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and/or any violation of federal, state, local, public entity or agency law, order, regulation, determination or ordinance, whether or not there is concurrent passive or active negligence on the part of the City, Carson Redevelopment Agency, their officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, Carson Redevelopment Agency,
their officers, agents or employees, who are directly responsible to the City and Carson Redevelopment Agency, and in connection therewith:

(1) The Unions will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(2) The Unions will promptly pay any judgment rendered against the City, Carson Redevelopment Agency, their officers, agents or employees for any such claims or liabilities arising out of or in connection with the Agreement, the interpretation of any provision contained in the Agreement, the negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and/or any violation of federal, state, local, public entity or agency law, order, regulation, determination or ordinance, related to this Agreement, and the Unions agrees to save and hold the City, Carson Redevelopment Agency and their officers, agents, and employees harmless therefrom;

(3) In the event the City, Carson Redevelopment Agency, their officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor/Employer or Union for such damages or other claims arising out of or in connection with this Agreement, the interpretation of any provision in this Agreement, negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and/or any violation of federal, state, local, public entity or agency law, order, regulation, determination or ordinance, the Unions agrees to pay to the City, Carson Redevelopment Agency, their officers, agents or employees, any and all costs and expenses incurred by the City, Carson Redevelopment Agency, their officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

21.1 This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county.

21.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to City shall be sent to the City Manager, City of Carson, 701 East Carson Street, Carson, California 90745.

21.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
21.4 The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

21.5 Any modification to this Agreement must be in writing executed by all parties hereto.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

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

The City of Carson

Dated: 04-27-05

By: Jim Dear
Mayor

By: [Signature]
City Clerk
5-2-05

Los Angeles/Orange Counties
Building and Construction Council

Dated: 3-4-05

By: [Signature]

APPROVED AS TO FORM:

[Signature]
WILLIAM WYNDER
ALESHER & WYNDER
CITY ATTORNEY
CITY OF CARSON
PROJECT LABOR AGREEMENT
CRAFT UNIONS' SIGNATURE PAGE:

Plumbers #78
John C. Hall

Teamsters #986

Gunito Workers #345

Operating Engineers #12

Robert D. Levine

Operating Engineers #12

Edgar C. Brown

Roofers & Waterproofers #36

Antonio Accadossi

Cement Masons #600

United Association #345

Skinner Regional Council of
Carpenters

22(A)
SAMPLE OF ATTACHMENT "A"

COMPANY LETTERHEAD

Mr. Jerry Groomes
City Manager

City of Carson
701 East Carson Street
P.O. Box 6234
Carson, CA. 90749

SUBJECT: CITY OF CARSON CONSTRUCTION, REHABILITATIONS PROJECTS
PROJECT LABOR AGREEMENT

Dear Mr. Groomes:

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

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

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

Sincerely,

(Name of Construction Company)

By: ________________________________

(Name and Title of Authorized Executive)

cc:
EXCERPT
PROJECT LABOR AGREEMENT
ARTICLE II
SCOPE OF AGREEMENT
Section 1.

"It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except that the work of the International Union of Elevator Constructors on this project shall be performed under the terms of its National Agreements, of this Project Agreement, which shall apply to such work."

Project Executive

Ernie Brown
Business Manager
IUEC LOCAL 18