TO: Honorable Mayor and Members of the City Council
FROM: Edwin “William” Galvez, Director of Public Works
DATE: November 2, 2011

SUBJECT: BID DOCUMENT AND PROJECT LABOR AGREEMENT OPTIONS FOR CONSTRUCTION OF THE TRANSIT CENTER PARKING STRUCTURE

PURPOSE

The purpose of this report is to provide the City Council with bid options to follow in obtaining sealed bids from prequalified contractors including the breakdown of deductive and/or additive alternate bids and consideration of a Project Labor Agreement that could apply to the construction of the City’s Transit Center.

BACKGROUND

The City has been working for several years on developing a parking facility adjacent to the Baldwin Park City Hall and the Metrolink Station to serve the multimodal transit needs of our City and the downtown Baldwin Park zone. After years of challenges involving funding, environmental studies and multiagency approvals, the City is ready to begin construction.

On October 19, 2011, the City Council approved the project design and the project plans and specifications. The only remaining item prior to obtaining bids involves the bid document which describes the breakdown of how the bids are put together and the status of the Project Labor Agreement (PLA).

DISCUSSION

On October 25, 2011, the City received six prequalification questionnaires from contractors wishing to participate in the financial bid process. All six have been prequalified, so when the bid document is approved by the City Council, those six contractors will be invited to submit financial bids using the approved bid document.
Status of the Project Labor Agreement

A PLA is a type of pre-hire agreement whereby certain groups of labor (unions) are ensured to have priority or exclusivity to perform the labor on a multiple number of projects over a predetermined time frame. The PLA also has provisions for hiring of certain unemployed union workers, although there is also the option of employing a PLA for a specific project. Typically, each PLA is negotiated and designed individually, tailored to meet the needs of a specific agency or project.

Staff had developed a draft PLA based on a PLA approved by the Trades Council with the Upper San Gabriel Valley Municipal Water District. The first draft PLA had labor participation parameters that were a result of an initial meeting between City staff and the Trades Union prior to the October 5, 2011 City Council meeting.

Due to timing and funding limitations, staff made some changes to the PLA. One of the primary labor participation parameters involved the level of union labor which was discussed with the Trades Council to be a 50%-50% split. The changes that were incorporated into the PLA were intended to simplify the implementation and avoid potential for cost increases. This draft PLA was then reviewed by our City Attorney before being presented to the City Council on October 5, 2011.

At the October 5, 2011 City Council meeting, the City Council increased the union participation level to 60%. Staff’s main concern continues to be that if the PLA does result in higher costs or delays then the project could be in jeopardy due to potential loss of funds.

Subsequent to the October 5, 2011 City Council meeting, a follow up meeting between city staff and the Trades Union was held to finalize the draft PLA before requesting City Council approval of the draft PLA. At the meeting with the Trades Council, representatives eliminated most of the changes that staff proposed and expressed that the PLA be approved as is.

Analysis of Trades Council Latest Draft Project Labor Agreement

The following are the major changes that the Trades Council is not agreeing to:

- PLA exemption that would apply to equipment and specialty items
- PLA exemption on subcontract work less that $25,000
- PLA provision to have alternate bids which would include the cost of the Project if this Agreement is not applicable
The Trades Council explained that one of their standard PLA terms is to allow the use of up to five contractor’s core workers in alternating sequence with union labor. That is, one contractor worker and then one union worker in alternating fashion. The following table may assist in understanding the above participation parameters:

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<tr>
<th>Total Labor</th>
<th>Contractor Labor</th>
<th>Union Labor</th>
<th>Percent Union</th>
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As shown in the table above, union participation levels will vary and it would be difficult for staff to analyze what the cost impact may be. Staff assumes that labor force levels will average between 10 and 25, resulting in union participation levels hovering around 50% to 80%.

This seems to be a significant change to what was originally desired. If the policy decision is to accept the above, then it may be difficult to have residents hired because residents may not be union members. Moreover, it is likely that the cost of smaller subcontracts may be higher because they already have core staff trained and already employed by them, and it is doubtful that any contractor’s core employees would be residents, and if so there would not be new employment opportunities to the City.
The following analysis provides the City Council with several alternatives to follow in finalizing the bid document. The main variable is the Project Labor Agreement (PLA) since it has not yet been finalized and time is of the essence, and delays at this point may jeopardize the project funding.

**Option 1**
Complete the bid document requesting a single base bid to construct the parking structure, pedestrian bridge, and support tower across the rail tracks using the Project Labor Agreement, and include a deductive alternate (credit) for work without using the PLA. Alternative bids would be separately obtained for (1) landscape and hardscape improvements; (2) solar panels; and (3) interior paint to the parking structure.

The Trades Council does not wish that the City Council follow this option. The Trades Council indicated that they wish their draft agreement to be honored (even though it would not be fully executed) without the alternative of constructing the project without the PLA in place. However, staff is concerned that if bids under this option exceed available funding we may delay the project by then having to re-bid it without the PLA.

**Option 2**
Complete the bid document requesting a single base bid to construct the parking structure, pedestrian bridge, and support tower across the rail tracks using the Project Labor Agreement with no other deductive (credit) options. The City and contractor would be obligated to use the PLA, and this option would not have a deductive alternate (credit) for performing work without using the PLA. Alternative bids would still be separately obtained for (1) landscape and hardscape improvements; (2) solar panels; and (3) interior paint to the parking structure.

The Trades Council desires this option. However if available funding is exceeded, the project would need to be re-bid without the PLA, and staff is concerned that delays may jeopardize funding and the project.

**Option 3**
Reject the draft PLA and proceed to bid the project without the use of a PLA. The base bid would include the parking structure, pedestrian bridge, and support tower across the rail tracks. Alternative bids would still be separately obtained for (1) landscape and hardscape improvements; (2) solar panels; and (3) interior paint to the parking structure.

**Option 4**
Direct staff to delay the release of the bids for a two week period so that staff may hold a conference with all contractors. Staff would hope to get a sense of the PLA cost impact prior to bidding. Thereafter, the City Council would have more information regarding the impact of the proposed PLA and may select options that best meet the City’s needs.
Staff does not recommend this option since the construction contractors will likely hold off on divulging trade secrets which could be advantageous to their competition.

**FISCAL IMPACT**

There is no known fiscal impact on City funds associated with this report. When the construction contract is considered for award, staff will provide the City Council with a full fiscal impact, including any relevant PLA costs.

**RECOMMENDATION**

1. Complete the bid document requesting a base bid with the use of a PLA and also a deductive alternate without a PLA
2. Complete the bid document requesting a base bid using a PLA only
3. Reject the draft PLA and proceed to bid the project without the use of a PLA
4. Direct staff to delay the release of the bids for a two week period so that staff may hold a conference with all contractors.

Staff would bring back for Council approval the final bid document and PLA for the November 16, 2011 City Council meeting. Thereafter, staff would invite financial bids from the prequalified contractor for a December 6, 2011 opening and tentatively recommend award of a construction contract on December 21, 2011.

**ATTACHMENT**

Draft Project Labor Agreement
PROJECT LABOR AGREEMENT

BY AND BETWEEN

CITY OF BALDWIN PARK

AND

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION
TRADES COUNCIL

Affiliated with the Building & Construction Trades Department (AFL - CIO)

and the

Signatory Craft Councils and Local Unions
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>Subject</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>DEFINITIONS</td>
<td>2</td>
</tr>
<tr>
<td>II</td>
<td>SCOPE OF AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>III</td>
<td>EFFECT OF AGREEMENT</td>
<td>5</td>
</tr>
<tr>
<td>IV</td>
<td>WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS</td>
<td>6</td>
</tr>
<tr>
<td>V</td>
<td>NO DISCRIMINATION</td>
<td>10</td>
</tr>
<tr>
<td>VI</td>
<td>UNION SECURITY</td>
<td>10</td>
</tr>
<tr>
<td>VII</td>
<td>REFERRAL</td>
<td>10</td>
</tr>
<tr>
<td>VIII</td>
<td>WAGES &amp; BENEFITS</td>
<td>12</td>
</tr>
<tr>
<td>IX</td>
<td>EMPLOYEE GRIEVANCE PROCEDURE</td>
<td>13</td>
</tr>
<tr>
<td>X</td>
<td>COMPLIANCE</td>
<td>13</td>
</tr>
<tr>
<td>XI</td>
<td>RESERVED</td>
<td>13</td>
</tr>
<tr>
<td>XII</td>
<td>DISPUTE RESOLUTION PROCEDURE</td>
<td>14</td>
</tr>
<tr>
<td>XIII</td>
<td>JURISDICTIONAL DISPUTES</td>
<td>15</td>
</tr>
<tr>
<td>XIV</td>
<td>MANAGEMENT RIGHTS</td>
<td>15</td>
</tr>
<tr>
<td>XV</td>
<td>APPRENTICES</td>
<td>16</td>
</tr>
<tr>
<td>XVI</td>
<td>SAFETY, PROTECTION OF PERSON AND PROPERTY</td>
<td>17</td>
</tr>
<tr>
<td>XVII</td>
<td>PRE-JOB CONFERENCE</td>
<td>18</td>
</tr>
<tr>
<td>XVIII</td>
<td>UNION ACCESS AND STEWARDS</td>
<td>18</td>
</tr>
<tr>
<td>XIX</td>
<td>TERM</td>
<td>19</td>
</tr>
<tr>
<td>XX</td>
<td>MISCELLANEOUS PROVISIONS</td>
<td>19</td>
</tr>
<tr>
<td>XXI</td>
<td>SAVINGS CLAUSE</td>
<td>19</td>
</tr>
</tbody>
</table>
This Project Labor Agreement (this “Agreement”) is made and entered into by and among the CITY OF BALDWIN PARK, a municipal corporation, (the “City”), the LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL; a California (the “Council”) and all the labor unions signing Schedule A of this Agreement the Craft Councils and Local Unions signing this Agreement.

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 “Apprentice” means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3 “Construction Contract” means the City’s public work contract for the transit center parking structure.

1.4 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into the Construction 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.

1.5 “Joint Labor/Management Apprenticeship Program” as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.6 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the City and the Council before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form substantially as attached hereto as Attachment A.

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

1.8 “Plan” means the plan for the Settlement of Jurisdictional Disputes in the Construction Industry.
1.9 “Project” or “City Project” means the public project to be performed pursuant to the project governed by the Construction Contract.

1.10 “Schedule A” as used in this Agreement means the local collective bargaining agreements of the signatory unions.

1.11 “Subscription Agreement” means the contract between the Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the contract this Agreement.

1.12 “Union” or “Unions” or “Signatory Unions” means the Los Angeles/Orange Counties Building and Construction Trades Council, affiliated with the Building & Construction Trades Department (AFLICIO) (hereinafter “Council”) and its affiliated Craft Unions, District Councils and other construction labor organizations signatory to this Agreement, 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 Contractor, the contractor performing work or agreeing to perform work as subcontractors or otherwise in regards to the Construction Contract, and the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFLICIO), Craft Council and Local Unions and any other labor organization signatory to this Agreement, acting on 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 the Construction Contract as defined in Article 1, Section 1.3, 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 the Construction Contract and the City has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding the Construction Contract or portions of the Construction Contract.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is further agreed, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XII (Dispute
Resolution Procedure) and Article XIII (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XII of this Agreement except for those disputes exempted from the grievance procedure pursuant to Article IX. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A Agreement for determining the wages, hours of working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

2.4 Exclusions. This Agreement shall not apply to:

(A) Construction work performed at any time prior to the effective date, or after the expiration or termination of this Agreement.

(B) Any equipment required to be installed pursuant to the Construction Contract when that equipment is installed by the manufacturer of that equipment, or that manufacturer’s agent or contractor.

(C) Work provided pursuant to the Construction Contract, if that work is performed off-site from the location of the Project.

(D) Every subcontract (no matter what tier) of Twenty-Five Thousand Dollars ($25,000.00) or less entered into pursuant to the Construction Contract.

(E) Service contracts or operation or maintenance contracts entered into by the City for the transit center parking structure.

(F) Contractor’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 Schedule A agreements).

(G) Material Suppliers or delivery by any means of material, supplies or equipment required to any point of delivery.

(H) Officers and employees of the City.

(I) 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 or any other governmental entity.

(J) This Agreement shall not apply if any the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a
requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is 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.

(1) Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

ARTICLE III
EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the City agree to be bound by each and all of the provisions of this Agreement. It is specifically agreed no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project.

3.2 By entering into the Construction Contract or by entering into a contract to perform work pursuant to a Construction Contract, whether as a contractor or a subcontractor, the Contractor agrees to sign the Letter of Assent as shown in Attachment A and be bound by each and every provision of the Agreement.

3.3 It is understood this Agreement constitutes a self-contained, standalone agreement and, by virtue of having become bound to this Agreement, the Contractor 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 Except as provided in Sections 2.4 and 3.6, at the time the Contractor enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor shall provide a copy of this Agreement to that such subcontractor and shall require the subcontractor as a part of accepting the award of that such construction 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 Except as provided Section 3.6, this Agreement shall only be binding on the Contractor in regards to the Construction Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of the Contractor 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 the Construction Contract for which the City requests bids, provided, that the parties understand and agree that
request for bids will provide for an alternate bid which includes the cost of the Project if this Agreement is not applicable; and provided, further, that the City reserves the sole and absolute discretion to decide it is in the public's financial interest (i) not to apply this Agreement to the Construction Contract awarded pursuant to that bidding process or (ii) to reject all bids and re-advertise the award of the Construction Contract, one or more times, without this Agreement being applicable to the Construction Contract.

3.7 The City reserves the exclusive right, at its own discretion, to assign a person (the "PLA Manager") to monitor compliance with this Agreement and assist as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purpose of the Parties and this Agreement and to otherwise implement and administer this Agreement, which includes, but is not limited to, the verification of core employee status, the collection of contractor Letters of Assent, the administration of the dispute resolution process under Article XII of this Agreement and the reporting of local hire attainments. The PLA Manager shall not have the right to expand, terminate or modify this Agreement without the mutual consent of the Parties to this Agreement.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractor agree:

(A) 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.

(B) As to employees employed on the City Project, there shall be no lockout of any kind by a Contractor covered by the Agreement. The Contractor may layoff 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.

(C) 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 the City Project, 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 the City Project will also do so themselves.

(D) Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(i) fails to timely pay its weekly payroll; or

(ii) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable Schedule A Agreements. Prior to withholding its members services for the Contractor's failure to make timely payments to the
Union's Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union’s Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the Contractor. Union will meet within the ten (10) day period to attempt to resolve the dispute.

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

4.2 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, then it is specifically agreed 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 the 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 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 the City Project on one of the following two bases, both of which will be offered by the Unions involved to the Contractor affected:

(A) Each of the Unions with a contract expiring must offer to continue working on the City Project 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 or Federal prevailing wage laws required to be paid on public works projects. The terms of the Union's interim agreement offered to the Contractor 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.

(B) Each of the Unions with a contract expiring must offer to continue working on the City Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds; provided, that the wage rates comply with State and Federal prevailing wage laws, if the Contractor agrees to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the City Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then the Contractor shall pay to its employees who performed work covered by this Agreement at the City Project 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 the City Project during the
retroactive period. An agreed labor agreement must not violate any requirements of State or Federal prevailing wage laws. All parties agree the Contractor shall be solely responsible for any retroactive payment to its employees and the City has no obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any the Contractor.

(C) The Contractor may elect to continue to work on the Project under the terms of the interim agreement option offered under subparagraph (A) or (B), above. To decide between the two options, the Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever 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.

(A) The party invoking this procedure shall notify the permanent Arbitrator next in sequence from the following list: Walter Dougherty, Mark Burnstein, Fred Horowitz, Michael Rappaport and Louis Zigman. The parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the 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, then the parties shall mutually select a new 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, 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.

(B) Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by facsimile or Email 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 Email.

(C) 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.

(D) The Arbitrator shall notify the parties to the Arbitration, as well as the City, by telephone and by facsimile or Email of the place and time he has chosen for this hearing. If the City is not a party to the Arbitration, then all receive notice of the place and time of the hearing by telephone and by facsimile or Email. Notice shall be given to the individual Unions alleged to be involved. 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.

(E) 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, desires an Opinion, then 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, then the Arbitrator in his/her 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.

(F) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinafore 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.

(G) 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.

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

(I) The procedures contained in this Section 4.3 shall be applicable to alleged violations of this Article 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

BTC 10/12/11 proposal to City of Baldwin Park
underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or 4.2, shall be resolved under the applicable grievance adjudication procedures for these other Articles.

ARTICLE V
NO DISCRIMINATION

5.1 The Contractor 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 Contractor recognizes 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, 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 shall, however, require all employees working on a Construction Contract, Inspection Services Contract or Project, to the extent which this Agreement applies, to comply with the applicable Union security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and working dues.

ARTICLE VII
REFERRAL

7.1 The Contractor and each subcontractor (no matter what tier) recognizes the Unions shall be the primary source for up to 50% of the craft labor employed on the City Project and follow the provisions of this Article, subject to the following. The Contractors recognize that the Unions shall be the primary source of all craft labor employed on the City Project. In the event that a Contractor/Employer has his/her own core workforce, said Contractor/Employer shall follow the procedures outlined below.

(A) Notwithstanding any provision of this Agreement, the Contractor and each subcontractor shall use good faith efforts to have 50% of the city labor force provided by the Unions be current residents of the City and shall show proof to the City of those efforts and the percentage achieved.

(B) An employee shall be considered a member of a Contractor’s core workforce for the purposes of this Article if the employee’s name appears on the Contractor’s active payroll for 60 of the 100 working days immediately before award of the Construction Contract to the Contractor; must be properly licensed to perform the work; must live within the City; and must be capable of safely performing the work.

BTC 10/12/11 proposal to City of Baldwin Park
(C) Each Contractor shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records and such other evidence as may be necessary evidencing the worker's qualification as a Core Worker. The number of Core Workers on the Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such Contractor's requirements are met or until such Contractor has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list. 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 under this Agreement. This provision applies only to employees not currently working under a current Schedule A Agreement and is not intended to limit the transfer provisions of any Schedule A Agreement 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 of the signatory Unions, to register with the appropriate hiring hall, if any, before they begin any work of the project.

(D) Upon request by any party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof in the form of the following documents (payroll records, quarterly tax records, employee driver's license, voter registration, postal address) evidencing the core employee's qualification as a core employee.

7.2 The Contractor 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 referral facilities maintained by the Unions are unable to fill the requisition of the Contractor for qualified employees within a 48-hour period (Saturdays, Sundays and Holidays to be excluded from this period) after such requisition is made by the Contractor, the Contractor shall be free to obtain work persons from any source. The Contractor shall inform the Union of any applicants hired from other sources, within twenty-four hours after hiring, and such applicants shall register with the appropriate hiring hall, if any, prior to beginning work on the Project and abide by all of the other requirements imposed by this Agreement.

7.4 Unions will be required to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor. In recognition of the fact the City will be impacted by the construction of the Project, the parties agree to support the development of increased numbers of construction workers from residents of the City. Toward that end, the Unions agree to make a concentrated effort to recruit residents of the City's area enrolled in local trade schools or otherwise and to refer and utilize qualified City area 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 residents of the City 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 its residents, the Unions and Contractor agree, to the extent allowed by law, and consistent with Section 7.1(A) and as long as they possess the requisite skills and qualifications, residents residing within 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 the City’s residents.

7.5 The Contractor and Unions acknowledge the importance of hiring “at risk” workers and agree to the use of the Craft Request Form attached hereto and incorporated as “Attachment C.” The Craft Request Form provides for voluntary reporting of “at risk” status by an individual. The following criteria will be used to identify the “at risk” worker:

- Household income below 50% of the median
- Homeless;
- Welfare recipient;
- Unemployed; and/or
- Single parent.

7.6 Helmets to Hardhats:

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

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

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, 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, then the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, including section 2.3, this Agreement does not relieve the Contractor from any independent contractual obligation they may have to pay wages in excess of the prevailing wage rate as required.
8.2 If the Contractor is not a signatory to the established Labor/Management Trust Fund agreements, as specified in the Schedule A Agreements for the craft workers in their employ, then the Contractor shall sign a “Subscription Agreement” with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.

(B) The Contractor shall pay contributions to the established Labor/Management Trust Fund in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, that the Contractor and Union agree only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided, further, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, including section 2.3, this Agreement does not relieve the Contractor from any independent contractual obligation they may have to make all contributions set forth in the amounts contained in those Schedule A Agreements without reference to the forgoing.

ARTICLE IX
EMPLOYEE GRIEVANCE PROCEDURE

9.1 If a grievance arises regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project work, then all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of the Dispute Resolution Procedure of Article XII.

ARTICLE X
COMPLIANCE

10.1 It shall be the responsibility of the Contractors and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII. The 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

[THIS ARTICLE INTENTIONALLY LEFT BLANK]
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 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 regarding the imposition of discipline of an employee, or the dismissal of an employee shall be processed, exclusively, under Article IX of this Agreement. No disputes shall be recognized unless the disputing party (the City, one of the signatory Unions, or the Contractor) 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 Email of the dispute by the complaining party. The time limits set forth in this Article may be extended by the mutual written agreement of the parties.

12.2 Disputes shall be settled according to the following procedures:

Step 1: Within five (5) business days after the receipt of the written notice of the dispute, the Business Representative of the involved Union, or his/her designee, the representative of the involved Contractor, and at the discretion of City, a representative of the City, shall confer and attempt to resolve the dispute. In the event that the representatives are unable to resolve the dispute within the five (5) business days after conferring on the dispute, the grieving party may send written notice, within ten (10) calendar days of conferring, to the responding party that the matter is being moved to Step 2.

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

Step 3: If the grievance shall have been submitted but not resolved under Step 2, the grieving party may request in writing to the other party, within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the list of permanent arbitrators as listed in Article IV. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator shall hear the case at the first available date. The arbitrator’s decision shall be final and binding upon the parties. The arbitrator’s decision shall not alter the language of this Agreement.
12.3 Failure to process a dispute within the time limits provided above, shall be deemed a waiver of such dispute without prejudice and without precedent to the processing and/or resolution of like or similar disputes. The fees and expenses incurred by the arbitrator shall be paid equally between the parties to the dispute.

12.4 In order to encourage the resolution of mutually agreeable settlements, the parties agree that any settlement shall not be precedent setting.

ARTICLE XIII
JURISDICTIONAL DISPUTES

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

13.2 All jurisdictional disputes on the Project, between or among Building and Construction Trades Unions and the Contractor 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 Contractor and Unions.

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 assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

13.4 The Contractor will conduct a pre-job conference with the Council prior to commencing work on the Project or within five (5) days of the award of any project work, whichever is later. The City will be advised in advance of all such conferences and may participate if it wishes.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 The Contractor retain full and exclusive authority for the management of its operations. That includes, but is not limited to, the right to direct its working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Schedule A agreements or this Agreement.

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

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

14.5 It is recognized 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, pre-piped, prewired and/or installed under the supervision and direction of the City’s, Contractor’s and/or manufacturer’s personnel. The Unions agree such materials, equipment and systems may be installed under the supervision and direction of the City representative, the Contractor’s or the manufacturer’s personnel. The unions agree such materials, equipment and systems shall be installed without the occurrence of any conduct described in Sections 4.1 and 4.2.

ARTICLE XV
APPRENTICES

15.1 At a minimum, the Contractor shall comply with the requirements of California Labor Code. In addition, 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 and the opportunities to provide continuing work under the construction program funded by the City and other public agencies. To those ends, the parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and training Programs in the construction industry leading to fun participation in the construction industry. The Contractor and the Council 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 jointly by the signatory Unions and the Contractor. The Unions acknowledge it is of particular importance to the City these efforts be directed towards residents which reside in the geographic area serviced by the City.

15.2 (A) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeymen established by the applicable craft union’s approved apprenticeship standards.
(B) The Unions agree to cooperate with the Contractor in furnishing apprentices, with a preference of up to 30% for those apprentices who reside in the City, as requested up to the maximum percentage allowable. 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 Authority 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) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his/her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman’s qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker’s qualification as a journeyman.

ARTICLE XVI
SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

16.3 The parties acknowledge the City and Contractor have a policy, which prohibits the use, sale, transfer, purchase or possession of a controlled substance, alcohol or firearms while on the City’s premises. Additionally, the Contractor has a “drug free” work place policy, which prohibits those working on the City’s premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system. To that end, the parties agree the Labor/Management Memorandum of Understanding (MOU) on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades’ Unions shall be the policy and procedure utilized under this agreement. The MOU is appended to this agreement as Attachment B.
ARTICLE XVII
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. All work assignments should be disclosed by the Contractor in accordance with industry practice and the Plan.

ARTICLE XVIII
UNION ACCESS AND STEWARDS

18.1 Authorized representatives of the Union shall have access to Project site; provided, that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

18.2

(A) Each signatory local Union shall have the right to dispatch a working journey person 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 the respective crafts.

(B) In addition to his/her 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 the Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working steward(s) 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.

18.3 The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge of just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, then 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.

18.4 On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a party to this Agreement.

ARTICLE XIX
TERM

19.1 To the extent provided herein, this Agreement shall commence and be applicable to the Construction Contract after execution of this Agreement the Construction Contract by all applicable parties.

19.2 The Agreement shall continue in full force and effect for the same period as the Construction Contract. The Agreement may subsequently be extended by written amendment if agreed to by the parties.

ARTICLE XX
MISCELLANEOUS PROVISIONS

20.1 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.

20.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to City shall be sent to the City at its administration offices.

20.3 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.

20.4 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.

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

ARTICLE XXI
SAVINGS CLAUSE

21.1 The parties agree 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.

21.2 The parties also agree 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.

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 they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF BALDWIN PARK

Dated: ____________

By: ____________________________

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

Dated: ____________

By: ____________________________
CITY OF BALDWIN PARK
PROJECT LABOR AGREEMENT

CRAFT UNIONS’ SIGNATURE PAGE:

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<td>U.A. Fire Protection Fitters Local #709</td>
<td>BTC 10/12/11 proposal to City of Baldwin Park</td>
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ATTACHMENT A - LETTER OF ASSENT

Prior to commencing work, this is to be signed by the Contractor awarded the work for the transit center parking structure covered by the Baldwin Park Project Labor Agreement

[Contractor’s Letterhead]
William Galvez, Public Works Director
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706

Re: Baldwin Park Project Labor Agreement for Transit Center Parking Structure - Letter of Assent

Dear Mr. Galvez:

This is to confirm [Name of Company] agrees to be party to and bound by The Baldwin Park Project Labor Agreement, effective __________ 2011 (the “Agreement”), as that 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 that Agreement shall extend to all work covered by that Agreement undertaken by this Company on the Project pursuant to its contract with the City and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of that Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]  
By: ____________________________________________

Its __________________________

[NOTE: Second officer’s signature if a corporation]

By: ____________________________________________

Its __________________________

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3-2 .6].