

# ***CITY OF LOS ANGELES***

**DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING**



## ***AVENUE 45 & ARROYO DRIVE RELIEF SEWER PROJECT LABOR AGREEMENT (PLA)***



***WITH***

**LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
Affiliated with the Building & Construction Trades Department (AFL/CIO)  
Craft International Unions and any other craft labor unions signatory to this  
Agreement**

**PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING  
AVENUE 45 & ARROYO DRIVE RELIEF SEWER**

	Introduction/Findings .....	3
I.	Definitions .....	6
II.	Scope of Agreement.....	7
III.	Effect of Agreement.....	9
IV.	Work Stoppages, Strikes, Sympathy Strikes and Lockouts.....	10
V.	No Discrimination.....	17
VI.	Union Security.....	17
VII.	Referral.....	18
VIII.	Benefits .....	23
IX.	Employee Grievance Procedure .....	24
X.	Los Angeles Charter and Administrative Code.....	24
XI.	Compliance .....	25
XII.	Joint Administrative Committee .....	26
XIII.	Grievance Arbitration Procedure .....	26
XIV.	Jurisdictional Disputes-Pre-Job Conference .....	29
XV.	Management Rights .....	30
XVI.	Safety, Protection of Person and Property.....	31
XVII.	Savings Clause.....	33
XVIII.	Steward .....	34
<b>XIX.</b>	<b>Term.....</b>	<b>34</b>

Attachment "A", Letter of Assent  
Attachment "B", MOU on Drug Abuse Prevention and Detection  
Attachment "C", Craft Request Form  
Attachment "E", Trade Union Contact Numbers  
Attachment City Wide Zip Codes

**PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
BUREAU ENGINEERING  
AVENUE 45 & ARROYO DRIVE RELIEF SEWER  
INTRODUCTION AND FINDINGS**

The project involves the construction of the **AVENUE 45 & ARROYO DRIVE RELIEF SEWER**. This project will construct approximately 13,200 feet of sewer pipe of sizes ranging from 8-inch-diameter to 42-inch diameter by open-cut and tunneling construction, maintenance holes, junction structures, and other activities.

The purpose of this Agreement is to promote efficiency of construction operations during the construction of the **AVENUE 45 & ARROYO DRIVE RELIEF SEWER** Project and provide for orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

The purpose of the Agreement is to promote efficiency of construction operations during the construction of the Project and provide for orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

WHEREAS, the successful completion of the Project is of the utmost importance to the Department of Public Works and the general public in the City of Los Angeles; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Los Angeles/Orange Counties Building and Construction Trades Council and any other craft labor organization which is signatory to this Agreement,

employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the City of Los Angeles, the Unions and Contractor/Subcontractor/Employer would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Subcontractor/Employer and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Subcontractor/Employer, and further, to encourage close cooperation among the Contractor/Subcontractor/Employer, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of the Project, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that General contractors and each sub-contractor are bound and shall remain bound, for the duration

of this Project, by the terms of this Agreement and the applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and contractors, in effect and covering the area of this Project; and

WHEREAS, the contractors for the construction of the Project will be awarded in accordance with the applicable provisions of the Los Angeles Charter and the Los Angeles Administrative Code; and

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

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

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

## **ARTICLE I**

### **DEFINITIONS**

1.1 "Agreement" means Project Labor Agreement.

1.2 "Board" means the City of Los Angeles Board of Public Works.

1.3 "City" means the City of Los Angeles.

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

1.5 "Construction contract" means all City contracts which have been certified by the City Controller, awarded by the Board, and which are necessary to complete the Project.

1.6 "Contractor/Employer(s)" or "Contractor/Employer/Owner Operator(s)" means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the Board or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the Board and which incorporate the Agreement.

1.7 "Council" means Los Angeles/Orange Counties Building and Construction Trades Council.

1.8 "Engineer" means the City Engineer of the City of Los Angeles or its authorized representative.

1.9 "Letter of Assent" means agreement acceptance letters by all Subcontractors/ Employer(s) or Owner Operators.

1.10 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XIV of this Agreement.

1.11 "Project" means the City-awarded construction contract(s) for the **AVENUE 45 & ARROYO DRIVE RELIEF SEWER**.

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

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

2.1 Parties: The Agreement shall apply and is limited to all Contractors/Employers performing construction contracts on the Project, the Board, and the Unions (Signatory Unions).

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

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

2.3 Project Labor Disputes: All project labor disputes involving the application or interpretation of a collective bargaining agreement to which a signatory Contractor/Employer(s) 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 this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement.

#### 2.4 Exclusions:

(1) The Agreement shall be limited to construction work on the Project for construction contracts which are approved by the Board, and is not intended to, and shall not apply to any construction work performed at the City at anytime prior to the effective date, or after the expiration or termination of the Agreement, or on other City projects.

(2) The Agreement is not intended to, and shall not, affect or govern the award of City contracts by the Board, which is outside the approved scope of the Project.

(3) The Agreement is not intended to, and shall not, affect the operation or maintenance of, any City facility(ies) whether related or not to this Project.

(4) The Agreement shall not apply to a Contractor/Employer(s)'s executives, managerial employees, engineering employees, supervisors (except those



covered by existing building and construction trades collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork. Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered Craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Nothing in this section will be construed to include Department of State Architects-certified inspector under the scope of this Agreement.

(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.

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

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

3.2 By accepting the award of a construction contract for the Project, whether as a Contractor/Employer/Owner Operator, the Contractor/Employer/Owner Operator agrees to be bound by each and every provision of the Agreement.

3.3 At the time that any Contractor/Employer/Owner Operator enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer/Owner Operator shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work. See Attachment "A" for a sample Letter of Assent.

3.4 This Agreement shall only be binding on the signatory Contractor/Employer hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any Contractor/Employer(s) prior to the execution of this Agreement.

#### **ARTICLE IV**

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

4.1 The Unions, Board and Contractor/Employer(s) agree:

(1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the City because of a dispute on this Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer(s) covered by the Agreement. The

Contractor/Employer(s) may lay off employees for lack of work or delay of work on the Project.

(3) The Unions agree that they will not sanction in any way any picket line or other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

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

(1) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds

under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractor/Employer(s) will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(2) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor/Employer(s) affected by that expiring contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor/ Employer(s) shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All parties agree that such affected Contractor/Employer(s) shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Board, nor the Board's designee, nor any other Contractor/Employer(s) has any obligation, responsibility or liability whatsoever

for any such retroactive payments or collection of any such retroactive payments, from any such Contractor/Employer(s).

(3) Some Contractor/Employer(s) may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other Contractor/Employer(s) 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/Employer(s) 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(s) in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, which ever is the later date.

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

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

1. Joseph Gentile
2. Howard S. Block
3. Thomas T. Roberts
4. Chester Briscoe
5. William Rule

The parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. John Kagel
2. Lionel Richman
3. Wayne Estes

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor/Employer involved and the decision of the Arbitrator shall be final and binding on both parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.

Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The Arbitrator shall notify the parties by telephone and by facsimile or telegram of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Trades Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. For purposes of deciding this issue, the actions of individual craft workers engaging in conduct described in Section 4.1 or 4.2 shall constitute violations of the sections by the Unions representing these individuals. Similarly, conduct described in Section 4.1 or 4.2 carried out by unions, not signatory to this Agreement, shall constitute violations of this Agreement by any Union signatory to this Agreement that is a sister union, subsidiary union, or parent of the offending non-signatory union. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within

fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all parties by hand or registered mail upon issuance.

(5) Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.2(4) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all parties by hand or delivered by registered mail.

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

(7) The fees and expenses incurred in arbitration shall be divided equally by the parties, including Union(s) and the Contractor/Employer(s) involved.

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



justification, explanation, or mitigation of any violation of Section 4.1 or Articles IV, VIII, XI, XII, or XIII, shall be resolved under the applicable grievance adjudication procedures for these other Articles.

## **ARTICLE V**

### **NO DISCRIMINATION**

5.1 The Contractor/Employer(s) 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/Employer(s) recognize the Unions as comprising the respective 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 Project Work; provided, however, that any employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable

monthly working dues and any non-initiation or application fees uniformly required for membership in the Union.

## **ARTICLE VII**

### **REFERRAL**

7.1 The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a Contractor/Employer(s) has his/her own core workforce, and wishes to employ such core employees to perform covered work, the Contractor/Employer(s) shall employ such core workers in accord with the provisions of this Article VII.

(1) An employee shall be considered a member of a Contractor/Subcontractor/Employer's core workforce for the purposes of this Article if the employee's name appears on the Contractor/Employer(s)'s active payroll for 60 of the 100 working days before award of the construction contract. The Contractor/Subcontractor/Employer shall provide payroll records to verify core employee qualifications if requested. The number of core employees on this Project shall be governed by the following procedure: one "core" employee shall be selected and one employee from the hiring hall of the affected trade or craft and this process shall repeat until such Contractor/ Employer(s)'s requirements are met or until such Contractor/Employer(s) has hired ten (10) such "core" employees for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list.

(2) In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of core 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(s) 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.

7.2 Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

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

7.4 Unions will exert their best efforts 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 the Project, the parties agree to support the development of increased numbers of construction workers from residents of these communities. Toward that end, the Unions agree to encourage and provide referrals and utilization of qualified workers residing in the following target zip codes:

**DOWNTOWN LOS ANGELES**

<b>90012</b>	CD-01	<b>90021</b>	CD-14
<b>90013</b>	CD-14	<b>90023</b>	CD-14
<b>90014</b>	CD-09	<b>90033</b>	CD-14
<b>90015</b>	CD-09	<b>90063</b>	CD-14
<b>90017</b>	CD-01	<b>90071</b>	CD-09

**CENTRAL LOS ANGELES – South of Downtown**

<b>90001</b>	CD-09	<b>90044</b>	CD-08 & 09
<b>90003</b>	CD-08	<b>90062</b>	CD-08
<b>90011</b>	CD-09	<b>90058</b>	*

**NORTHEAST LOS ANGELES**

<b>90026</b>	CD-13	<b>90039</b>	CD-13
<b>90031</b>	CD-01	<b>90041</b>	CD-14
<b>90032</b>	CD-14	<b>90042</b>	CD-14
<b>90036</b>	CD-04	<b>90065</b>	CD-13
<b>90037</b>	CD-14	<b>90063</b>	*
<b>90038</b>	CD-13		

**SOUTH LOS ANGELES**

<b>90002</b>	CD-15	<b>90043</b>	CD-06
<b>90007</b>	CD-08	<b>90047</b>	CD-08
<b>90008</b>	CD-08	<b>90059</b>	CD-15
<b>90016</b>	CD-10	<b>90061</b>	CD-15
<b>90018</b>	CD-10	<b>90089</b>	CD-08

**MID-TOWN WILSHIRE DISTRICT**

<b>90004</b>	CD-04	<b>90020</b>	CD-04
<b>90005</b>	CD-10	<b>90028</b>	CD-13
<b>90006</b>	CD-10	<b>90027</b>	CD-04
<b>90019</b>	CD-10	<b>90029</b>	CD-13
<b>90010</b>	CD-10	<b>90057</b>	CD-01

**SOUTH LOS ANGELES**

<b>90248</b>	CD-15	<b>90744</b>	CD-15
<b>90710</b>	CD-15	<b>90501</b>	*
<b>90731</b>	CD-15	<b>90502</b>	*
<b>90732</b>	CD-15	<b>90247</b>	*

\* Denotes zip codes outside the City of Los Angeles

7.5 Wherein the Unions cannot provide the Contractor/Employer(s) having documented his/her good faith effort documentation in the attainment of local residents within the target zip codes as listed in Section 7.4 above, the Contractor/Employer(s) will request of the Unions experienced workers residing within the zip code boundaries of the City. The Unions agree to make a concentrated effort to seek construction workers from communities within the City boundaries including those enrolled in local trade schools. (See Attachment "D")

7.6 A goal of 30% of all of the labor and craft positions shall be from workers residing within the Project areas described in Sections 7.4 and 7.5. In addition, a goal of 15% of all of the labor and craft positions shall be from the citywide labor pool classified as "at risk".

7.7 The "at risk" workers will be referred to the Unions from job brokers including community-based job placement organizations and job brokers such as the City of Los Angeles One-Stop Workforce and PV-JOBS located at 12555 W. Jefferson Boulevard, Suite 300, Los Angeles, CA 90066, 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:

- a. Household income below 50% of the median;
- b. Homeless;
- c. Welfare recipient;
- d. History of involvement with the justice system;
- e. Unemployed; and
- f. Single parent.

For the applicant to qualify under this program, the job broker shall verify the presence of a minimum of two (2) of the above criteria.

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

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

7.10 Contractors/Employers agree to use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions, including workers qualified as local, at-risk and/or general dispatch. The Unions agree to

accept and utilize the Craft Request Form and the procedures written therein. Both Contractors/Employers and Unions agree to maintain copies of all Project Craft Request Forms submitted or received including transmission verification documents that are date/time imprinted. All Craft Request Forms and transmission verification documents shall be available for inspection upon request by the Contract Compliance Officer or authorized representative as described in Article XI of this Agreement.

## **ARTICLE VIII**

### **BENEFITS**

8.1 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, health and welfare benefit funds in the amounts designated in the current applicable master labor agreement covering the work of the Contractor/ Employer(s)'s employees.

8.2 By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 8.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds, and shall be required to sign the appropriate benefit trust fund subscription documents when requested by the Trust Fund for legal compliance in accepting the contractors benefit payments on behalf of their craft employees.

## **ARTICLE IX**

### **EMPLOYEE GRIEVANCE PROCEDURE**

9.1 Any Contractor/Employer shall be bound to the grievance procedure contained in the applicable master labor agreement of the craft representing the employee(s) involved in the 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 this Agreement. Such Contractor/Employer shall not impose discipline or dismissal on its employees covered by this Agreement without just cause.

## **ARTICLE X**

### **LOS ANGELES CHARTER AND ADMINISTRATIVE CODE**

10.1 All construction contracts identified by the Board as part of the Project shall include the following provisions. Such provisions include, but are not limited to:

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

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

10.2 In addition to the above requirements, the Contractor/Employer(s) and Unions understand and agree that all construction contracts shall be awarded in accordance with other applicable provisions of the Los Angeles City Charter



("Charter") (effective July 1, 2000), and the Los Angeles Administrative Code ("Administrative Code") (and any future amendments applicable thereto), including but not limited to:

- (1) Los Angeles City Charter Article III, Section 371 (award of construction contracts to the lowest responsible bidder)
- (2) Administrative Code Sections, 10.8-1 0.13 (prohibition of discrimination); and Mayor's Executive Directive No. 2001-26 (City of Los Angeles Minority, Women, and Other Business Enterprise Program).

## **ARTICLE XI**

### **COMPLIANCE**

11.1 It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII. The Board shall appoint the Office of Contract Compliance, Bureau of Contract Administration to investigate and monitor compliance with the applicable provisions of the Charter and the Administrative Code, including, but not limited to, the prevailing wage requirements of the Charter, local and "At Risk" hiring compliance, and the affirmative action provisions of the Administrative Code, and to recommend to the Board enforcement measures to ensure the Contractor/Employer's compliance with the general conditions of a construction contract. The compliance unit shall report to the Board on a quarterly basis. The Parties to the Agreement shall supply information, reports and documentation as may be requested by the Office of Contract Compliance to perform its responsibilities under this Article.

## **ARTICLE XII**

### **JOINT ADMINISTRATIVE COMMITTEE**

12.1 The parties to this Agreement shall establish a ten (10) person Joint Administrative Committee. This Committee shall be comprised of one (1) representative selected by the Board; one (1) representative of the Engineer; one (1) representative of the Contractor/Employer(s); one (1) representative of Contract Compliance; one (1) Bureau of Contract Administration Inspector; and five (5) representatives of the signatory Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2 The Joint Administrative Committee shall meet as required to review the implementation of the Agreement and the progress of the Project and resolve problems or disputes by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement, except those pertaining to the provisions of the Charter and Administrative Code of the City of Los Angeles, shall be referred directly to the Joint Administrative Committee for resolution.

## **ARTICLE XIII**

### **GRIEVANCE ARBITRATION PROCEDURE**

13.1 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. Grieving parties are

encouraged to meet as soon as possible and try to resolve the dispute. However, if a resolution cannot be reached, the following procedure shall be used. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or Contractor/Employer(s) 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. The time limits in Section 13.1 may be extended by mutual written agreement of the parties.

13.2 Grievances shall be settled according to the following procedures:

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

Step 2: In the event that the representatives are unable to resolve the grievance 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 grievance. If the grievance 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: Within three (3) business days after referral of a grievance to Step 3, the dispute shall be referred to arbitration. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to mutually agree on an arbitrator, the parties will select an arbitrator in accord with the procedures of the American Arbitration Association. The Arbitrator shall hear the dispute as expeditiously as possible. The arbitrator will render a bench decision at the time of the hearing of the dispute. A written opinion may be requested by either party from the Arbitrator.

13.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Arbitration Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.

13.4 In order to encourage the resolution of grievances at Steps 1, 2, and 3 of the Grievance Arbitration Procedure, the parties agree that such settlements shall not be precedent setting.

13.5 Employee grievances shall be evaluated based on the grievance procedure contained in the applicable master labor agreement of the craft as indicated in Article IX of this Agreement. The Grievance Arbitration procedure outlined in this Article shall not include employee grievance procedures.

## **ARTICLE XIV**

### **JURISDICTIONAL DISPUTES**

14.1 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.

14.2 All Jurisdictional disputes between or among Building and Construction Trades Unions party to the Plan shall be resolved in accordance with the Plan, or any other plan or method of procedures that may be adopted in the future by the Building and Construction Trades Department of the AFL-CIO. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

14.3 No Work Disruption Over Jurisdiction. All Jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature and the Contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

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

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

## **ARTICLE XV**

### **MANAGEMENT RIGHTS**

15.1 The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Collective Bargaining Agreements of the Unions.

15.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Contractor/Employer(s) may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of the Agreement will not be recognized.

15.3 The Contractor/Employer(s) shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Contractor/Employer(s) 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(s) and Union and pursuant to this Agreement.

15.4 Nothing in this Agreement shall be construed to limit the right of any of the Contractor/Employer(s) 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(s) in accordance with the construction contract.

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

## **ARTICLE XVI**

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

16.1 It shall be the responsibility of each Contractor/Employer(s) 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(s). 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(s) and the City.

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

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

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



## ARTICLE XVII

### SAVINGS CLAUSE

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

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

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article IV to the extent that such Contractor/Employer is no longer bound. The Unions and their members shall remain bound to Article IV with respect to all other Contractor/Employer(s) who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractor/Employer(s).

## **ARTICLE XVIII**

### **STEWARD**

19.1 Each Union shall have the right to designate a 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 Contractor/Employers or their employees.

## **ARTICLE XIX**

### **TERM**

19.1 This Agreement shall commence upon award of any construction contract for this Project.

19.2 The Agreement shall continue in full force and effect until project acceptance by the Board.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

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

**APPROVED AS TO FORM:**

Rockard J. Delgadillo, City Attorney

By: *Rockard J. Delgadillo*

Title: *City Attorney*  
CITY OF LOS ANGELES

*10/31/07*  
Date

**ATTEST:**

By: *Cynthia M. Ruiz*

Cynthia M. Ruiz  
President, Board of Public Works

\_\_\_\_\_  
City Clerk  
\_\_\_\_\_  
Date

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

By: *Michael Slawson*

*November 21, 2007*  
Date

City of Los Angeles - AVENUE 45 & ARROYO DRIVE RELIEF SEWER PLA

NAME:

LOCAL:

Ben Perez

UA 395

Michael Hunt

SPRINKLER FITTERS UA 709

Daniel Garcia

Bricklayers Local # 4

B. P. H. H.

IRONWORKERS 416

Jon Casporano

Roofers Local 36

George Vasquez

Guards Local 346

George Vasquez ABR

UA 950 Steamfitter

Augusto Martin

LABORERS #300

Steve Jones

UAP Plumbers Local Union 7

Steve Jones

Cement Masons 600

W. W. W.

HEAT & FROST LOCAL # 5

Marvin Gordon

IBEW LOCAL 11

Robert Smith

DC 36 Painters & ALLIED TRADES

Douglas Williams

Ironworkers #433

City of Los Angeles - AVENUE 45 & ARROYO DRIVE RELIEF SEWER PLA

NAME:

Gene Brewer

James Olson

Al Lopez

Edward J. Nguyen  
James P. Brown  
Elevator Constructors

OPERATING ENGINEERS #12

OPERATING ENGINEERS #12

OPERATING ENGINEERS #12

Plasterers Local 200

LOCAL:

Teamsters 986

SHEET METAL WORKERS #105

Tile Mosaic: Terrazzo #18

Plasterers "92"

Elevator Constructors #18

Paul C. Young

Steve Bell

[Signature]

[Signature]

**SAMPLE OF ATTACHMENT "A"**

**COMPANY LETTERHEAD**

Mr. Gary Lee Moore  
City Engineer  
Engineering and Construction Division

City of Los Angeles  
Bureau of Engineering  
650 So. Spring Street, Suite 200 Los  
Angeles, CA 90014-1911

**SUBJECT: CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS PROJECT  
LABOR AGREEMENT FOR AVENUE 45 & ARROYO DRIVE RELIEF SEWER**

Dear Mr. Moore:

This is to certify that the undersigned Contractor/Subcontractor/Employer has examined a copy of the subject Project Labor Agreement entered into by and between the City of Los Angeles Department of Public Works Bureau of Engineering and signatory Building and Construction Trades Councils and Unions dated \_\_\_\_\_. The undersigned Contractor/Subcontractor/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/Subcontractor/Employer as though the Contractor/Subcontractor/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/Subcontractor/Employer the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

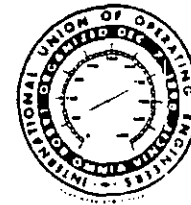
(Name of Construction Company)

By:

(Name and Title of Authorized Executive)

**Attachment "B"**  
**(9 Pages)**

**MEMORANDUM  
OF  
UNDERSTANDING**



**TESTING POLICY FOR  
DRUG ABUSE**

Revised June 1996

**International Union of  
Operating Engineers  
Local Union No. 12**

## **-INTRODUCTION-**

At the June 1991 General Membership Meeting the members in attendance acknowledged the need of some form of drug testing that would keep the job site safe while at the same time protecting each member's individual right under the constitution.

When signatory contractors were not being allowed to bid on projects because they had no official drug testing policy, it became obvious that we were going to have to develop a test to remedy that problem. We feel that within the confines of this addendum the best and fairest for all has been accomplished.

This Memorandum of Understanding is actually an addendum to Local 12's Master Labor Agreement. All the provisions in this shall be adhered to and enforced by Local 12. No member shall be subjected to any provision outside of this memorandum. If any employer asks a member to test for substance abuse and asks for any procedures outside of what is outlined here or in the Side Letter of Understanding on page 11 - that employer is in violation of the Master Labor Agreement and you are not required to comply.



Substance abuse has become a national problem. While job site safety has always been a priority in Local 12, it is not the intent of this policy to subject any member to a test that all members on a project are not subjected to.

You, as a member working under these conditions have rights as well as obligations. If you have any questions please contact this office or your business representative.

Sincerely,



Wm. C. Waggoner, Business Manager &  
General Vice-President

**MEMORANDUM  
OF  
UNDERSTANDING**

**DRUG ABUSE PREVENTION  
AND  
DETECTION**

**1996**

This Memorandum of Understanding shall be considered as an addendum to the Master Labor Agreement currently in effect between the parties. It shall be effective as of the date it is signed and shall thereafter run concurrently with the Master Labor Agreement.

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the work place and to maintain a drug free work environment, individual Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by the Labor and Management and will apply.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Master Labor Agreement.

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Agreement.

3. No Employer may implement drug testing at any jobsite unless written notice

is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the International Union of Operating Engineers, 150 East Corson Street, Pasadena, California 91103. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the Master Labor Agreement, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the project to be tested. With respect to individuals who become employed on the project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f)(1) through 5(f)(3) of this Agreement. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established

by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NIDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

f. No individual who tests negative for drugs pursuant to the above procedure and

becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the Union. Notice to the Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the Operating Engineers bargaining

unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the project;

c. Prior to start of periodic testing, a

business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a NIDA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the applicable Master Labor Agreement.

9. The establishment or operation of this Agreement shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the Union. Such release to the Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance.

Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

**SIDE LETTER  
OF  
UNDERSTANDING**

In regard to the Memorandum of Understanding on Drug Abuse Prevention and Detection agreed to by the parties, it is agreed that if, as a condition of contract award or due to Federal, State or Governmental Agency requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding, the individual Employer will notify the Union in writing of those requirements. The Union reserves the right, upon receiving notification, to require the individual Employer to meet to negotiate any changes.

Agreed to this 18th day of June, 1991.

**ASSOCIATED GENERAL CONTRACTORS  
OF CALIFORNIA**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL UNION NO. 12**

Wm. C. Waggoner                      Frank L. Todd  
Business Manager                      President

William A. Floyd  
Vice-President

**DRUG ABUSE PREVENTION AND DETECTION  
APPENDIX A - CUTOFF LEVELS**

DRUG	SCREENING METHOD	SCREENING LEVEL**	CONFIRMATION METHOD	CONFIRMATION LEVEL
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	GC/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	GC/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	GC/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	GC/MS	100 ng/ml

\* NIDA specified threshold

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

EMIT - Enzyme Immunoassay

GC/MS - Gas Chromatography/Mass Spectrometry

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
 BUREAU OF ENGINEERING  
**REQUEST FOR CRAFT EMPLOYEES**  
**AVENUE 45 & ARROYO DRIVE RELIEF SEWER**

INSTRUCTIONS

**To the Contractor:**

Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for the City of Los Angeles project. After faxing your request, **call The Local to verify receipt and substantiate their capacity to furnish local, at-risk or general dispatch as requested.** Contact information for Locals is listed on back of form. Please print your Fax Transmission Verification Report and keep a copy of this request for your records.

**To the Union:**

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

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

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

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

**Please provide me with union craft workers per the City of Los Angeles PLA that fulfills the requirements for the project as defined below:**

- **30% Local Requirement.** (Union craft employees, including apprentices, who reside in one of the local **metropolitan** area zip codes listed below. If unavailable, can be dispatched from any one of the **Citywide** zip codes listed in Attachment

90001	90002	90003	90004	90005	90006	90007	90008	90010
90011	90012	90013	90014	90015	90016	90017	90018	90019
90020	90021	90023	90026	90027	90028	90029	90031	90032
90033	90036	90037	90038	90039	90041	90042	90043	90044
90047	90057	90058	90059	90061	90062	90063	90065	90071
90089	90247	90248	90501	90502	90710	90731	90732	90744

- **15% "At-risk" Requirement.** (Union craft employees, including apprentices, who live in one of the **Citywide** zip codes listed in Attachment, and are certified to fulfill the "at-risk" hiring requirement)
- **General Dispatch.** (Union craft employees dispatched per normal dispatch procedures, not including the 30% Local or 15% at-risk requirements)

**Craft Employees Requested**

Job/Craft Description	Journeyman / Apprenticeship Level	Number Requested	Number Requested	Number Requested	Report Date	Report Time
		30% Local	15% At-risk	General Dispatch		

Total Workers Requested \_\_\_\_\_

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

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

Report to (On-Site Contact): \_\_\_\_\_

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

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

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

**Union Use Only**

(Fax the Completed Form Back to Contractor)

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

Requested Dispatch

Available for Dispatch

Unavailable for Dispatch

30% Local



15% At-Risk



General Dispatch



Comments: \_\_\_\_\_



Construction Trade Unions Contact Numbers			
Local	Union	Phone Number	Fax Number
5	(Asbestos) Heat & Frost Insulators	(626) 815-9794	(626) 815-0165
92	Boilermakers	(909) 877-9389	(909) 877-8318
4	Bricklayers	(626) 573-0032	(626) 573-5607
409	Carpenters	(213) 385-1457	(213) 385-3759
1506	Drywall Carpenters	(323) 660-1506	(323) 660-0382
440L	Carpenters / Latherers	(714) 554-1644	(714) 554-2044
600	Cement Masons	(323) 771-0991	(323) 771-2631
11	Electricians	(626) 792-0061	(626) 793-9743
18	Elevator Constructors	(626) 449-1869	(626) 577-1055
636	Glaziers	(626) 448-1565	(626) 448-9846
345	Gunite Workers	(818) 846-1303	(818) 846-1226
416	Reinforced Iron Workers	(562) 868-1251	(562) 868-1429
433	Structural Iron Workers	(626) 964-2500	(626) 964-1754
509	Shop Iron Workers	(323) 262-9653	(323) 262-9654
300	Laborers	(213) 385-3550	(213) 385-6985
12	Operating Engineers	(626) 792-2519	(626) 792-9039
95	Painters and Drywall Finishers (Downey)	(562) 861-9616	(562) 861-6549
200	Plasterers	(909) 865-2240	(909) 865-9392
78	Plumbers	(213) 688-9090	(213) 627-4624
250	Steamfitters	(310) 660-0035	(310) 329-2465
345	Landscape, Irrigation, Pipe Fitters	(626) 357-9345	(626) 359-0359
709	Fire Sprinkler Fitters	(562) 698-9909	(562) 698-7255
1247	Resilient Floor & Decorative Cover	(562) 695-7402	(562) 699-6337
36	Roofers	(323) 222-0251	(323) 222-3585
105	Sheet Metal Workers	(909) 305-2800	(909) 305-2822
986	Teamsters	(626) 350-9860	(626) 448-0986
18	Tile Layers	(909) 396-6700	(909) 396-6704

**Contractor's Note:**

This form must be used for all dispatch requests from trade unions for work on this project. The Project Labor Agreement (PLA) for the project contains a 40% local hiring requirement (see zip codes on front page) and a 10% at-risk hiring requirement for the City wide zip codes (see Attachment). In the event that referral facilities maintained by the unions are unable to fill the requisition of a contractor/ employer for qualified employees within a forty-eight hour period after such requisition is made by the contractor/ employer, the contractor/ employer shall be free to obtain work persons from any source.

CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
BUREAU OF ENGINEERING

**CITYWIDE ZIP CODES – LOS ANGELES**

90001	90035	90230	91326
90002	90036	90232	91330
90003	90037	90245	91331
90004	90038	90247	91335
90005	90039	90248	91340
90006	90041	90272	91342
90007	90042	90290	91343
90008	90043	90291	91344
90010	90044	90292	91345
90011	90045	90293	91352
90012	90046	90402	91356
90013	90047	90501	91364
90014	90048	90502	91367
90015	90049	90710	91401
90016	90056	90717	91402
90017	90057	90731	91403
90018	90058	90732	91405
90019	90059	90744	91406
90020	90061	90810	91411
90021	90062	91040	91423
90023	90063	91042	91436
90024	90064	91214	91504
90025	90065	91302	91505
90026	90066	91303	91601
90027	90067	91304	91602
90028	90068	91306	91604
90029	90069	91307	91605
90031	90071	91311	91606
90032	90077	91316	91607
90033	90089	91324	91608
90034	90210	91325	

Attachment "D"