

***CITY OF LOS ANGELES***  
**Department of Public Works**



**Project Labor Agreement (PLA)**

**Side Agreement for Sixth Street Viaduct Replacement Project**



***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

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## INTRODUCTION AND FINDINGS

The purposes of this Side Agreement ("Agreement") to the Project Labor Agreement ("PLA") between the Department of Public Works ("DPW") and the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") dated March 1, 2011 ("PLA") is: (i) to promote the efficiency of construction operations during the construction of the Sixth Street Viaduct Replacement Project ("Project"); (ii) to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts; and (iii) to promote the public interest in assuring timely and economical completion of the Project; (iv) to facilitate careers in the construction industry and (v) to promote employment opportunities during the construction of the Project.

WHEREAS, the safe, timely, and successful completion of the Project is of utmost importance to the DPW and the general public in the City of Los Angeles ("City"); and

WHEREAS, the work to be done will require maximum cooperation from the many parties who will be involved; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the City to maximize business opportunities for minority, women and other small business enterprises in City contracts; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the City to directly combat poverty and unemployment; 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 are signatory to this Agreement employed by contractors and subcontractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized 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, the Unions, contractors, subcontractors, employers and workers would be best served if the construction work proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on this Project by the Contractors/Employers, and further, to encourage close cooperation among the Contractors/Employers 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 this Project, insofar as a legally binding agreement exists between the Contractors/Employers and the

affected Unions, 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 Contractors/Employers are bound and shall remain bound, for the duration of this Agreement by the terms of this Agreement and applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and Contractors/Employers, in effect and covering the area of this 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; and

WHEREAS, the contract for the construction of the Project will be awarded in accordance with the applicable provisions of the DPW's Administrative Policies and Procedures;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES, AS FOLLOWS:

## **ARTICLE I** **PURPOSE**

The purpose of this Agreement is to provide a framework to facilitate the project delivery schedule and to address the special needs of the City of Los Angeles, the Prime Contractor, the subcontractors (of any tier) and the building and construction tradespeople performing work associated within the scope of the Project.

This Agreement is intended to support the scheduling and financial commitments of the City, by providing for a readily available pool of skilled bridge and other craft construction workers, the full utilization of apprentices and to minimize the potential negative impact to the City and public in general as major construction activity occurs.

This Agreement will allow the City to maximize economies of operation through the use of a uniform workplace rules and procedures applicable to all employers and employees.

This Agreement will allow for the avoidance of costly delays on the project due to contractor lockouts, industry wide job stoppages, strikes, sympathy strikes, work slowdown, picketing, labor disputes and other interference with Project work.

This Agreement was developed to facilitate the utmost timely, efficient and cost effective completion of the Project which is of vital importance to the City, the public and commerce affected by one of the busiest bridges on a main geographic artery on which the Project is to be constructed.

## **ARTICLE II** **DEFINITIONS**

2.1 "Agreement" as used in this Side Agreement means this Side Agreement to the DPW Project Labor Agreement.

2.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations.

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

2.4 "Bureau of Contract Administration" (BCA) means the designated bureau within the City's DPW responsible for administering this Agreement

2.5 "City" means the City of Los Angeles, a municipal corporation, and all City awarding authorities.

2.6 "Construction Contract" means the City contract for the Sixth Street Viaduct Replacement Project.

2.7 "Contractor/Subcontractor/Employer" (C/S/E) means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into contract with the DPW or any of its contractors or subcontractors or 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 which shall incorporate this Agreement. A C/S/E may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E is otherwise a party to any collective bargaining agreement.

2.8 "Core Worker" as used in this Agreement shall mean an employee whose name appeared on the C/S/E active payroll for sixty (60) of the one hundred (100) days before the award of the Project work to the C/S/E and meets all standards required by applicable state or federal laws or regulations.

2.9 "Disadvantaged Worker" means an individual who faces one of the following barriers to employment: (1) being a veteran; (2) being a custodial single parent; (3) receiving public assistance, including without limitation, unemployment benefits; (4) lacking a GED or high school diploma; (5) emancipated from the foster care system; (6) being homeless; or (7) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level.

2.10 "Jobs Coordinator" means an independent third-party individual, entity or employee with whom the Prime Contractor enters into a contract or employs to facilitate implementation of this Agreement.

2.11 "Joint Administrative Committee" (JAC) means the committee established by Article XI of this Agreement to review the implementation of this Agreement.

2.12 "Letter of Assent" means the document which formally binds each C/S/E to adherence to all the forms, requirements and conditions of this Agreement that each C/S/E (of any tier) must sign and submit to the City's Inspector of Public Works prior to beginning any work covered by this Agreement.

2.13 "Policy" means the applicable Board of Public Works Policies for the Project.

2.14 "Project" means the Sixth Street Viaduct Replacement Project.

work. It is specifically agreed that 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.

3.4.10 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.

3.4.11 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, but shall not cover quality assurance work performed by or on behalf of the City. Notwithstanding the provisions of this sub-section, the DPW may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The DPW must provide prior notice to the union that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under the Agreement are available.

#### **ARTICLE IV** **EFFECT OF AGREEMENT**

4.1 By executing the Agreement, the Unions and the Board agree to be bound by each and every provision of this Agreement. This Agreement is not intended to supersede collective bargaining agreements between any of the Contractors/Employers performing construction work on the Project and Union Signatory thereto except to the extent the provisions of this Agreement are inconsistent with such collective bargaining agreement, in which event the provisions of this Agreement shall apply.

4.2 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the C/S/E 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.

4.3 It is agreed that all C/S/Es of whatever tier, who have accepted the award of a Construction Contract or who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment 1 hereto, prior to the commencement of work.

4.4 No C/S/E of whatever tier, shall commence Project work without having first provided a copy of the Letter of Assent as executed by it to the DPW Inspector of Public Works. Further, C/S/E's not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Joint Labor/Management Trust Funds covering the work performed under this agreement before work is commenced on the Project.

4.4 This Agreement shall only be binding on the signatory C/S/Es hereto in regards to the Construction Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any C/S/Es or any other contract for construction or project to which this Agreement does not apply.

4.5 This Agreement shall be included as a general condition of the Construction Contract for the Project.

## ARTICLE V WORK STOPPAGES AND LOCKOUTS

5.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, or its applicable Local Union, or by any employee and there shall be no lockout by the Contractor. Failure of any Union, Local Union, or employee to cross any picket line established at the Project site is a violation of this Article. Any damages resulting from any violation of this Agreement will be paid by the violating party.

5.2 The Union and its applicable local union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the C/S/Es facility site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

5.3 The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good efforts to cease such Project work disruption. Any such costs that economically and/or materially harm the City shall be borne by the affected Union and made payable to the City.

5.4 Neither the Union nor its applicable local union shall be liable for independent acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the local unions or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its local union. The principal officer or officers of a local union shall immediately instruct, order and use the best efforts of their office to cause the employees the local union represents to cease any violations of this Article. A local union complying with this obligation within two business days shall not be liable for unauthorized acts of employees it represents. The failure of the C/S/E to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

5.5 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional, or other

applicable labor agreement having application at any City project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under such labor agreements or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two basis, both of which will be offered by the Unions involved to the Contractors/Employers affected:

5.5.1 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 contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the Union's interim agreement offered to C/S/Es 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.

5.5.2 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, provided that said wage rates comply with state and/or federal prevailing wage laws, if the C/S/Es affected by that contract agree to the following retroactivity provisions: if a new local, regional, or other applicable labor agreement for the industry having application at 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 C/S/Es shall pay to its employees who performed work covered by the Agreement at the 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 Project during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected C/S/E shall be solely responsible for any retroactive payment to its employees and that neither the City, nor the Board, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

5.5.3 Some C/S/E's may elect to continue to work on the Project under the terms of the interim agreement option offered under 5.5.1 above and other C/S/Es may elect to continue to work on the Project under the retroactivity option offered under 5.5.2 above. To decide between the two options, C/S/Es will be given one (1) week after the particular labor agreement has expired or one week after the Union has personally delivered to the C/S/E in writing its specific offer of terms of the interim agreement pursuant to 5.5.1 above, whichever is the later date. If the C/S/E fails to timely select one of the two options, the Contractor shall be deemed to have selected the option of 5.5.2.



5.6 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 is alleged to have occurred:

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

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Sara Adler
5. Mai Ling Bickner

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. Fred Horowitz
3. William Rule

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 C/S/E 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 Council and involved Local Union if a Union is alleged to be in violation.

5.6.2 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.

5.6.3 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 and to the Council. 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.

5.6.4 The sole issue at the hearing shall be whether or not a violation of Section 5.1 or 5.2 of this Article 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. 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.

5.6.5 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 5.6.4 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.

5.6.6 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.

5.6.7 The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the C/S/E(s) involved.

5.7 The procedures contained in Section 5.6 shall be applicable to alleged violations of this Article to the extent any conduct described in Section 5.1 or 5.2 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 5.1 or this Article shall be resolved under the applicable grievance adjudication procedures for these other Articles.

5.8 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 C/S/E who:

5.8.1 Fails to timely pay its weekly payroll; or

5.8.2 Fails to make timely payments to the Union's Joint 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 Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the BCA. The Union will meet within the ten (10) day period to attempt to resolve the dispute.

5.8.3 Upon the payment of the delinquent C/S/E 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 C/S/E shall return all such members back to work.

## **ARTICLE VI** **NO DISCRIMINATION**

6.1 Consistent with Executive Order 11246 and applicable federal and state law and regulation, the C/S/Es 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, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

6.2 Any employee covered by this Agreement which believes he/she has been discriminated against, in violation of section 6.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

## **ARTICLE VII** **UNION SECURITY**

7.1 The C/S/Es recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

7.2 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. The C/S/E shall, however, require all employees working on the Construction Contract, to the extent which this Agreement applies, for a cumulative total of eight (8) or more working days, to comply with the applicable Union's security provisions for the period during which they are performing on-site Project work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and any working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory unions. However, 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.

## **ARTICLE VIII** **REFERRAL**

8.1 The C/S/Es recognize that the Unions shall be the primary source of all craft labor employed on the Construction Contract for the Project. However, in the event that a Contractor has his/her own workforce, and wishes to employ such Core Workers to perform covered work, the Contractor shall employ such Core Workers in accord with the provisions of this Article VIII.

8.2 C/S/Es utilizing Core Workers shall follow the procedures outlined below:

8.2.1 The C/S/E worker shall be considered a Core Worker for the purposes of this Article if the employee's name appeared on the C/S/E's active payroll for sixty (60) of

the one hundred (100) days immediately before the award of the Project Work to the C/S/E and meets the required definition of 2.8 above,

8.2.2 Each C/S/E shall identify Core Workers and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the City or any other party to this Agreement. The number of Core Workers on the Project for C/S/Es covered by this Agreement shall be governed by the following procedure: One (1) 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 C/S/E's requirements are met or until such C/S/E 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 applicable hiring hall list.

8.2.3 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 Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the C/S/E under this Agreement. This provision applies only to employees not currently working under a current master labor agreement and is not intended to limit transfer provisions of current master labor agreements of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their "Core Work Force" and any other persons employed, other than through the referral process, to register with the appropriate hiring hall, if any, of the signatory union prior to said employee's first day of employment at the project site.

8.3 C/S/Es 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 or in conflict with provisions set forth in this Agreement.

8.4 In the event that referral facilities maintained by the unions are unable to fill the requisition of a C/S/E within 48 hours (excluding Saturdays, Sundays and holidays), the C/S/E shall be free to obtain qualified workers from any source.

8.5 Unions will exert their best efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the C/S/Es.

8.6 The C/S/Es and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans or other disadvantaged workers who are interested in careers in the building and construction trades industry. The Parties 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.

8.7 The Unions and C/S/Es agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employments opportunities for the Project. The Unions and C/S/Es shall conduct reasonable outreach to ensure veterans know about Project employment opportunities. The C/S/Es shall conduct reasonable outreach to ensure disadvantaged workers know about Project employment opportunities, and the

Unions agree to provide reasonable cooperation in such outreach efforts. To the extent permitted by law, the Unions will give credit to such veterans or other disadvantaged workers for bona fide provable past experience. C/S/Es should, in good faith, make reasonable, voluntary efforts to employ veterans and disadvantaged workers. C/S/Es shall track the hiring and retention of veterans or other disadvantaged workers hired for the Project. C/S/Es shall collect the tracking information from all sources and shall submit bi-annual reports to the City's Inspector of Public Works in a format reasonably requested by the City. The Parties aspire to have these good faith voluntary efforts result in 5% or more of all hours being performed by veterans and disadvantaged workers.

8.8 All apprentices employed under this Agreement shall be indentured and registered in a Division of Apprenticeship Standards approved joint labor/management apprenticeship program with the appropriated craft union.

8.9 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory precast, prefabrication or preassembled materials, tools or other labor saving device.

8.10 Helmets to Hardhats:

8.10.1 The Unions will exert their best efforts to recruit and identify individuals, particularly veterans and other disadvantaged workers for entrance or reentrance into the labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs.

8.10.2 The Unions and C/S/Es agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on the Project and of apprenticeship and employments opportunities for the Project. The Unions and C/S/Es shall conduct reasonable outreach to ensure veterans know about Project employment opportunities. The C/S/Es shall conduct reasonable outreach to ensure disadvantaged workers know about Project employment opportunities, and the Unions agree to provide reasonable cooperation in such outreach efforts.

8.10.3 C/S/Es shall track the hiring and retention of veterans or other disadvantaged workers hired for the Project. C/S/Es shall collect the tracking information from all sources and shall submit bi-annual reports to the City's Inspector of Public Works in a reasonable format requested by the City.

8.10.4 To the extent permitted by law, the Unions will give credit to such veterans or other disadvantaged workers for bona fide provable past experience.

8.11 The C/S/Es, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted, until the Project on which such workers is completed. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the BCA.

**ARTICLE IX**  
**WAGES & BENEFITS**

9.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the C/S/E the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the C/S/E shall pay that rate as of its effective date under the law. Notwithstanding Section 4.1, this Agreement does not relieve C/S/Es from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

9.2 C/S/E shall pay contributions to the established employee benefit funds in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the C/S/E and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the C/S/E on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 4.1, C/S/Es directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. The City shall not be liable for determining the level of contributions, deductions or payments for benefits and the City shall not be liable for or required to make contributions, deductions or payments for benefits in excess of or different from those set forth in the prevailing wage determinations.

9.3 Each C/S/E adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the C/S/E's employees. Each C/S/E authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor/ Employer. C/S/Es further agree to sign the applicable trust agreement "subscription" agreement(s) if required by the Craft Union on behalf of the Craft employees in order to make the employee contributions to the pension, annuity, health and welfare, vacation, apprenticeship, training trusts, etc.

**ARTICLE X**  
**COMPLIANCE**

10.1 It shall be the responsibility of the C/S/Es and the Unions to investigate and monitor compliance with the provisions of this Agreement. The board shall appoint the BCA or its designee to monitor and investigate issues related to this Agreement including, but not limited to, the prevailing wage requirements contained in this Agreement.

**ARTICLE XI**  
**JOINT ADMINISTRATIVE COMMITTEE**

11.1 The Parties to this Agreement shall establish a eight (8) person Joint Administrative

Committee (JAC). This JAC shall be comprised of one (1) representative selected by the Board; one (1) representative of the City Inspector of Public Works; one (1) representative of the City Engineer; one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Council established to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The JAC shall meet as required to review the implementation of this Agreement and the progress of the Project and resolve problems or disputes by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement.

11.3 A quorum will consist of at least two (2) City and two (2) signatory union representatives. For voting purposes, only an equal number of City and signatory union representatives present may constitute a voting quorum.

## ARTICLE XII DISPUTE RESOLUTION PROCEDURE

12.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

12.2 The C/S/Es, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

12.3 Any question or dispute by or between a C/S/E and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article V (Work Stoppages and Lockouts, Article XII (Jurisdictional Disputes) and Article XIV (Employee Grievance Procedure) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: Within five (5) business days after notice of the dispute, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved C/S/E shall meet and attempt to resolve the dispute.

Step 2: In the event that the representatives are unable to resolve the dispute at the Step 1 meeting, the grieving party shall, within five (5) business days after the Step 1 meeting, notify the responding party and the Joint Administrative Committee ("JAC") of a request to discuss the grievance. The Business Manager of the Union (or his/her designee) shall meet with the respective jobsite representative of the C/S/E and the JAC within ten (10) business days (or such longer time as all of the parties may mutually agree) after receipt of the request to discuss the grievance. If the grievance is not resolved at the JAC meeting, the grievance may be submitted to final and binding arbitration as described in Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the parties met with the JAC. An arbitrator shall be selected by the parties to the grievance from the following list of permanent arbitrators: (1) Joseph Gentile, (2) Michael Rappaport, (3) Walter Daugherty, (4) Sara Adler, and (5) Mei Ling Bickner. 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's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

12.4 The City or its designated representative shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps. The City, in its sole and absolute discretion, may elect to utilize the procedures set forth herein for addressing issues of concern to the City arising under this Agreement.

12.5 The time limits specified in any step of the Dispute Resolution Procedure set forth in Section 12.3 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

12.6 In order to encourage the resolution of disputes at Steps 1 and 2 of the dispute procedure, the parties agree that any settlements made during such steps, shall not be precedent setting.

12.7 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and C/S/E(s) involved.

### ARTICLE XIII JURISDICTIONAL DISPUTES/PRE-JOB CONFERENCE

13.1 The assignment of Covered Work will be solely the responsibility of the C/S/E performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

13.2 All Jurisdictional Disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction



Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Union parties to this Agreement.

13.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

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

13.5 Each C/S/E shall conduct a pre-job conference with the Council and appropriate Union(s) prior to commencing work. The C/S/E and its subcontractors (of any tier) and the City's Inspector of Public Works or designated representative shall be advised in advance of all such conferences. Pre-job conferences for different C/S/Es for the Project may be held together.

13.6 All work assignments should be disclosed by the C/S/E at a pre-job conference held in accordance with industry practice. Should a Union dispute a work assignment which has been disclosed and discussed at the pre-job meeting with the Union Representative present, it shall proceed to file a claim with the Plan pursuant to Article XIII of this Agreement. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E must notify the appropriate affected craft union(s) prior to the commencement of work. If any Union has a dispute over such changed or newly discovered assignment, such Union shall proceed to file a claim with the Plan pursuant to Article XIII of this Agreement.

#### **ARTICLE XIV** **EMPLOYEE GRIEVANCE PROCEDURE**

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

#### **ARTICLE XV** **MANAGEMENT RIGHTS**

15.1 The C/S/Es 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 Schedule A Agreements.

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 C/S/Es 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 this Agreement will not be recognized.

15.3 The C/S/E shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The C/S/E 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 C/S/E and Union and pursuant to this Agreement.

15.4 Nothing in this Agreement shall be construed to limit the right of any of the C/S/Es to select the lowest bidder it deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any qualified contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement. The right of ultimate selection remains solely with the C/S/E in accordance with the Construction Contract or Inspection Services Contract.

15.5 It is recognized that certain materials, equipment and systems of a highly technical or technological and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped, prewired and/or installed under the supervision and direction of the DPW's C/S/E's and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems may be installed under the supervision and direction of the DPW, City, the C/S/E's and/or the manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Sections 5.1 and 5.2.

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

16.1 It shall be the responsibility of each C/S/E to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the DPW, City, the state and the C/S/E. 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 C/S/E and the DPW.

16.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E and the DPW. These rules will be published and posted in conspicuous places by the C/S/E 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 C/S/E 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 C/S/E has a "drug free" work place policy, which prohibits those working on the Project 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 (Titled Memorandum of Understanding Testing Policy for Drug Abuse; International Union of Operating Engineers Local Union No. 12; Revised June 2009 as shown in Exhibit C) shall be the policy and procedure utilized under this agreement.

#### 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 this entire Agreement shall be null and void.

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

17.4 The provisions of this Agreement shall not be applicable where prohibited by Presidential Executive Order, Federal or State law, or where the application would be inconsistent with terms and conditions of a grant or a contract with the agency of the United States, State of California, or the instruction of an authorized representative of these agencies with respect to any grant or contract.

#### ARTICLE XVIII STEWARD

18.1 Each Union shall have the right to designate one working craft employee as steward for each C/S/E 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 C/S/E and not to the work being performed by other Contractors/Employers or their employees.

18.2 Authorized representatives of the Union(s) shall have access to the Project site, provided that they do not unnecessarily interfere with the work or cause workers to neglect their work. Prior to entering the Project site said representative shall check-in with the City's and Contractor's on-site representative, fully comply with posted visitor, security, safety rules, and the environmental compliance

requirements of the Project.

**ARTICLE XIX**  
**TERM**

19.1 The Agreement shall continue in full force and effect until acceptance of all Project Work by the Board.

**ARTICLE XX**  
**RESPONSIBILITY FOR COSTS**

20.1 The City and the Unions shall each be responsible for their own legal costs (including all attorneys' fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the Board of this Agreement, and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

**ARTICLE XXI**  
**MISCELLANEOUS PROVISIONS**

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

21.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to City shall be sent to the BCA or individual designated by the Board.

21.3 The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

21.4 The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

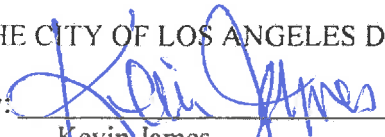
21.5 Any modification to this Agreement must be in writing and executed by all Parties hereto.

The provisions of this Side Agreement to the Department of Public Works/Los Angeles Orange County Building Trades Council Project Labor Agreement (PLA) dated March 1, 2011 shall govern all work under this Side Agreement, and in the event of a conflict between the provisions of this Side Agreement and those of the DPW Project Labor Agreement, the provisions of the Side Agreement shall prevail.


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

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

THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

By:  Date: 10-21-14  
Kevin James  
President, Board of Public Works

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By:  Date: 10-20-14  
Ron Miller  
Executive Secretary  
Los Angeles/Orange County Building  
And Construction Trades Council

APPROVED AS TO FORM:

Mike Feuer, City Attorney.

By:  Date: 10-20-14  
Hugo S. Rossitter  
Deputy City Attorney

ATTACHMENT 1 – LETTER OF ASSENT

COMPANY LETTERHEAD

Mr. John L. Reamer, Jr., Inspector of Public Works  
City of Los Angeles  
Bureau of Contract Administration  
1149 S. Broadway, Suite 300  
Los Angeles, CA 90015

**PROJECT NAME: Sixth Street Viaduct Replacement Project**

Dear \_\_\_\_\_:

This is to certify that the undersigned Contractor/Subcontractor/Employer (C/S/E) has read and understood the Side Agreement entered into between the City of Los Angeles Department of Public Works (DPW) and signatory Building and Construction Trades Councils and Unions dated \_\_\_\_\_ and the Policy. The undersigned C/S/E hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed Side Agreement and Policy.

The undersigned C/S/E acknowledges that compliance with the provisions of Article VII relating to National Targeted Disadvantaged Workers, Workforce Referral and Development and Apprenticeship Participation are of particular importance.

It is understood that the signing of the Letter of Assent shall be as binding on the undersigned C/S/E as though the C/S/E had signed the Side Agreement and shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this Side Agreement and the Policy.

This further certifies that the undersigned C/S/E understands that the submission of this Letter of Assent and employment hiring plan will be required prior to the commencement of any work in relation to this contract. Non-submittal of this letter and all required hiring plan documentation may preclude the C/S/E from being approved to work on this project.

This Letter of Assent shall become effective and binding upon the undersigned C/S/E as of below date of execution, 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)

Date: \_\_\_\_\_

MEMORANDUM  
OF  
UNDERSTANDING



TESTING POLICY FOR  
DRUG ABUSE

Revised June 2009

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 jobsite safe while at the same time protect each member's individual rights 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 jobsite 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

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 workplace 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

ATTACHMENT 2

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.

SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. 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 SAMHSA. 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

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 Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplies 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 SAMHSA. Should these

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



| DRUG                | DRUG ABUSE PREVENTION AND DETECTION<br>APPENDIX A - CUTOFF LEVELS |                      | CONFIRMATION<br>LEVEL |
|---------------------|---|----------------------|-----------------------|
|                     | SCREENING<br>METHOD   | SCREENING<br>LEVEL** |                       |
| Amphetamines        | EMIT  | 1000 ng/ml*          | 500 ng/ml*            |
| Barbiturates        | EMIT  | 300 ng/ml            | 200 ng/ml             |
| Benzodiazepines     | EMIT  | 300 ng/ml            | 300 ng/ml             |
| Cocaine             | EMIT  | 300 ng/ml*           | 150 ng/ml*            |
| Methadone           | EMIT  | 300 ng/ml            | 100 ng/ml             |
| Methaqualone        | EMIT  | 300 ng/ml            | 300 ng/ml*            |
| Opiates             | EMIT  | 2000 ng/ml*          | 2000 ng/ml*           |
| PCP (Phencyclidine) | EMIT  | 25 ng/ml*            | 25 ng/ml*             |
| THC (Marijuana)     | EMIT  | 50 ng/ml*            | 15 ng/ml*             |
| Propoxyphene        | EMIT  | 300 ng/ml            | 100 ng/ml             |

\* SAMHSA specified threshold  
 \*\* A sample reported positive contains the indicated drug at or above the cutoff level for that drug  
 EMIT - Enzyme Immunoassay  
 GC/MS - Gas Chromatography/Mass Spectrometry

**SIDE LETTER  
OF  
AGREEMENT  
TESTING POLICY  
FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

**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, INC.**

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

Wm. C. Waggoner  
Business Manager

Mickey J. Adams  
President

Ronald J. Sikorski  
Vice President

Agreed to this 5th day of November, 2004.

**ASSOCIATED GENERAL  
CONTRACTORS OF CALIFORNIA, INC.**

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

Wm. C. Waggoner  
Business Manager

Mickey J. Adams  
President

Ronald J. Sikorski  
Vice President

removed from the Employer's payroll.

a. 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;

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 he'd 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 will 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.

d. Testing shall be conducted by a SAMHSA 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 of 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

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.

## Construction Trade Unions Contact Numbers\*

### (Asbestos) Heat & Frost Insulators #5

670 E. Foothill Blvd.  
Azusa, CA 91702  
tel: (626) 815-9794  
fax: (626) 815-0165

### Boilermakers Local #92

2260 S. Riverside Ave.  
Bloomington, CA 92316-9998  
tel: (909) 877-9382  
fax: (909) 877-8318

### Bricklayers & Allied Craftworkers Local #4

12921 Ramona Blvd., Suite F  
Irwindale, CA 91706  
tel: (626) 573-0032  
fax: (626) 573-5607

### Cement Masons Local #600

5811 E. Florence Ave.  
Bell Gardens, CA 90201  
tel: (323) 771-0991  
fax: (323) 771-2631

### \*Drywall Finishers Local #1136

16021 Arrow Highway, Suite D  
Irwindale, CA 91706  
tel: (626) 472-7400  
fax: (626) 472-7444

### Electricians (IBEW) Local #11

297 N. Marengo Ave.  
Pasadena, CA 91101  
tel: (626) 243-9700  
fax: (626) 243-9750

### Elevator Constructors Local #18

100 S. Mentor Ave.  
Pasadena, CA 91106  
tel: (626) 449-1869  
fax: (626) 577-1055

### \*Glaziers Local #636

1155 Corporate Center Dr.  
Monterey Park, CA 91754  
tel: (626) 584-9925  
fax: (626) 584-1949

### Gunite Workers Local #345

P.O. Box 3339  
Burbank, CA 91508  
tel: (818) 846-1303  
fax: (818) 846-1226

### Iron Workers (Reinforced) Local #416

P.O. Box 1166  
Norwalk, CA 90651-1166  
tel: (562) 868-1251  
fax: (562) 868-1429

### Iron Workers (Structural) Local #433

17495 Hurley St. East  
City of Industry, CA 91744  
tel: (626) 964-2500  
fax: (626) 964-1754

### Laborers Local #300

515 Shatto Pl.  
Los Angeles, CA 90020  
tel: (323) 385-3550  
fax: (323) 385-6985

### Operating Engineers Local #12

150 E. Corson  
Pasadena, CA 91103  
tel: (626) 792-8900  
fax: (626) 792-9039

### Painters & Allied Trades D.C. #36\*

1155 Corporate Center Dr.  
Monterey Park, CA 91754  
tel: (626) 584-9925  
fax: (626) 584-1949

### Pipe Trades Plumbers Local #78

111 W. James Wood Blvd.  
Los Angeles, CA 90015  
tel: (213) 688-9090  
fax: (213) 627-4624

### Pipe Trades U. A. Local #250

*Steamfitters A-C Refrig.*  
18355 S. Figueroa St.  
Gardena, CA 90248  
tel: (310) 660-0035  
fax: (310) 329-2465

### Pipe Trades U.A. Local #345

*Landscape & Irrigation*  
1430 W. Huntington Dr.  
Duarte, CA 91010  
tel: (626) 357-9345  
fax: (626) 359-0359

### Pipe Trades U.A. Local #709

*Sprinkler Fitters*  
12140 Rivera Rd.  
Whittier, CA 90606  
tel: (562) 698-9909  
fax: (562) 698-7255

### Plasterers Local #200

1610 W. Holt Ave.  
Pomona, CA 91768  
tel: (909) 865-2240  
fax: (909) 865-9392

**Plaster Tenders Local #1414**

1055 W. Second St.  
Pomona, CA 91766  
*tel:* (909) 622-8500  
*fax:* (909) 623-5244

**\*Resilient Floor Layers Local #1247**

8051 Pioneer Blvd.  
Whittier, CA 90606  
*tel:* (562) 695-7402  
*fax:* (562) 699-6337

**Roofers Local #36**

5380 Poplar Blvd.  
Los Angeles, CA 90032  
*tel:* (323) 222-0251  
*fax:* (323) 222-3585

**Sheet Metal Workers Local #105**

2120 Auto Centre Dr., Suite 105  
Glendora, CA 91740  
*tel:* (909) 305-2800  
*fax:* (909) 305-2822

**Teamsters Local #986**

1198 Durfee Ave.  
So. El Monte, CA 91733  
*tel:* (626) 350-9860  
*fax:* (626) 448-0986

**Tile Layers Local #18**

9732 E. Garvey Ave., Suite 200  
So. El Monte, CA 91733  
*tel:* (626) 329-0369  
*fax:* (626) 329-0374

\*This list is provided as a courtesy only and the City is not responsible for its accuracy.




# Memorandum


Division of Highway  
Administration

Subject: Use of Project Labor Agreement for  
Sixth Street Viaduct Project, City of  
Los Angeles: Contract 123545

Date:

JUN 24 2014

From: Steven Rochlis   
Attorney Advisor  
Legislation, Regulations and General Law Division (HCC-10)

Through: Thomas P. Holian   
Acting Chief Counsel  
Federal Highway Administration

To: Vincent Mammano  
Division Administrator  
California Division

## Recommendation

Recommend approval. The City of Los Angeles submitted a request to use a Project Labor Agreement (PLA) on Contract 123545 for the Sixth Street Viaduct Replacement project. The PLA proposed to be used on this Federal-aid eligible \$419 million bridge replacement project will serve to ensure that work will continue on the project without interruption in the event of a labor dispute over the estimated five year construction period. In addition, the use of PLA will serve to meet the project's timeline for completion, lessen the potential for labor complaints, address safety matters and mitigate the increased costs associated with potential labor disruption or project delay. The use of a PLA on this project is consistent with PLA guidance that authorizes the use of a PLA upon a reasonable showing that the PLA will advance the interest of the public agency recommending its use. Supporting documentation containing additional detail is attached.

**Background:** Contract 123545. As a result of the deteriorating condition, the Sixth Street Viaduct, also known as the Sixth Street Bridge is in need of replacement. The Viaduct, (designated as City of Los Angeles (City) Bridge No. 53C-1880 and California Department of Transportation (Caltrans) Bridge No. 53-0595 (the portion of viaduct over Hollywood Freeway or US 101) has an overall length of 3,500 ft., and extends east-west across the Los Angeles River, multiple railroad tracks, US 101, and several local streets. The new bridge will incorporate the following features and benefits:

- Creates Roadway Shoulders
- Provides Wider Sidewalks

- Removes Kink in Bridge
- Provides Safety Median Buffer
- Multimodal: Pedestrians & Bikes
- River Access & Enhancements

Given both the complex technical and geographic features of the Project, close coordination will be required among all key stakeholders to achieve completion of a safe and timely project. The City of Los Angeles believes that the large skilled workforce needed for this project can be provided by the union trades and is a necessary requirement for a PLA. The use of a PLA will also enhance coordination by providing structure and stability to this project, thereby promoting its efficient and expeditious completion. The first phase, the demolition of the existing structure is an essential part of the Project, one that extends the period required for completion of the project, and makes more critical the need to avoid construction delays that may result from strikes or lockouts, or other work stoppages. Disruption of the timely completion of the Project would also exacerbate the adverse impacts on the regional transportation network and would be particularly harsh on the two adjacent communities. With the traffic diverted to the two adjacent bridges and onto neighborhood streets, which already carry similar and large numbers of vehicle trips per day, would impact local businesses and residents as well as travelers passing through the corridor and may negatively impact traffic safety in the region.

#### Concurrence

I concur with the above recommendation and direct approval of:

Project Labor Agreement to be used on the Sixth Street Viaduct Project on the following contract: 123545..

I do not concur with the recommendation to approve use of the PLA; please see me.



Thomas P. Holian  
Acting Chief Counsel  
Federal Highway Administration

Attachments: Sixth Street Viaduct PLA and Project Justification

## SIXTH STREET VIADUCT REPLACEMENT PROJECT PROJECT LABOR AGREEMENT JUSTIFICATION

The City of Los Angeles Department of Public Works hereby submits this Justification for use of a Project Labor Agreement ("PLA") for the Sixth Street Viaduct Replacement Project ("Project") on Contract #C123545.

**Item 1:** The use of a PLA on this project is consistent with all state and local statutory and regulatory requirements. The PLA will also facilitate controlling costs, increasing efficiency, providing safe working conditions, maintaining the highest quality of construction work on the Project, and ensuring effective, prompt, and binding procedures for resolution of all labor disputes.

**Item 3:** The estimated project cost is \$419 million. The construction will cross over the US 101 Freeway, two railroad corridors, and the Los Angeles River. Any disruption in the continuity of this project due to labor issues would result in delayed deadlines that would contribute to safety concerns for the travelling public. Given both the complex technical and geographic features of the Project, close coordination will be required among all key stakeholders to achieve completion of a safe and timely project. The City of Los Angeles believes that the large skilled workforce needed for this project can be provided by the union trades involved and is a necessary requirement for a PLA. The use of a PLA will also enhance coordination by providing structure and stability to this project, thereby promoting its efficient and expeditious completion.

**Item 4:** The duration of the Project has been estimated at 5 years and will require limited interruption for completion by the end of the 2018 construction season.

**Item 8:** Timely completion is important because of the deteriorated condition of the existing bridge and the need to build the new bridge in the footprint of the old. The demolition of the old bridge is an essential part of the Project, one that extends the period required for completion of the project, and makes more critical the need to avoid construction delays that may result from strikes or lockouts, or other work stoppages. Disruption of the timely completion of the Project would also exacerbate the adverse impacts on the regional transportation network and would be particularly harsh on the two adjacent communities. With efficient commuter and commercial transportation disrupted, the traffic diverted to the two adjacent bridges and onto neighborhood streets, which already carry similar and large numbers of vehicle trips per day, would impact local businesses and residents as well as travelers passing through the corridor. This increased vehicular activity on other streets may negatively impact traffic safety in the region.

**Item 12:** A large portion of the Project will cross over the Los Angeles River Channel which is under the jurisdiction of the United States Army Corps of Engineers ("COE"). Because of flood control needs within the river, the COE will only permit work in the dry season from April 15 through October 15 of each calendar year. Within the two railroad corridors, the work windows are very limited and are to be negotiated and specified in the Construction & Maintenance Agreements with five different railroads. Because a portion of the Project crosses over the US 101 Freeway and the State Right-of-Way, California Department of Transportation will dictate permitted working times and the ability to shut down some or all freeway lanes. These restrictions, or working conditions, would be magnified should a work stoppage occur due to labor unrest.

In the absence of a PLA, there is a substantial risk that a work stoppage could occur, whether initiated by one of the construction craft unions (i.e. a strike) or one of the contractors (i.e. a lockout). The trades that will be used on this 5 year project include, but are not limited to, the following: Iron Workers, Carpenters, Pipe Trades, IBEW, Laborers, and Operating Engineers. The following construction craft unions which are active in Southern California will have their master labor agreements expire during the period of construction: Boilermakers Local 92, Bricklayers & Allied Crafts Local 12, Cement Masons Locals 500 and 600, Elevator Constructors Local 18, Glaziers Local 636, Heat & Frost Insulators Local 5, IBEW Locals 11 and 441, Iron Workers Locals 416 and 433, Laborers (LIUNA) Locals 300 and Southern California District Council, Operating Engineers (IUOE) Local 12, Painters & Allied Trades District Council 36 and 220, Southern California Drywall Finishers, Southern California Pipe Trades District Council 16, Southwest Regional Council of Carpenters, and Sprinkler Fitters Local 709.



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**California Division**

July 7<sup>th</sup>, 2014

888 S. Figueroa, Ste 750  
Los Angeles, CA 90017  
(213) 894-4500  
(213) 894-6185

Ms. Carrie L. Bowen, Director  
California Department of Transportation – District 7  
100 S. Main Street  
Los Angeles, CA 90012

Dear Ms. Carrie L. Bowen:

**Subject: City of Los Angeles Sixth Street Viaduct Placement Project Labor Agreement (PLA)**

The City of Los Angeles submitted a request to use a Project Labor Agreement (PLA) on Contract 123545 for the Sixth Street Viaduct Placement project. The PLA proposed to be used on this Federal-aid \$419 million bridge replacement project will serve to ensure that work will continue on the project without interruption in the event of a labor dispute over the estimated five year construction period. In addition, the use of PLA will serve to meet the project's timeline for completion, lessen the potential for labor complaints, address safety matters and mitigate the increased cost associated with potential labor disruption or project delay. The use on this project is consistent with the PLA will advance the interest of the public agency recommending its use.

Therefore based on PLA agreement that was submitted and the supporting documentation, FHWA California Division and FHWA Headquarters concurs in its use for the Sixth Street Viaduct Replacement project.

If you have any questions or concerns, please contact Jacob Waclaw at (213) 894-6697 or [Jacob.Waclaw@dot.gov](mailto:Jacob.Waclaw@dot.gov).

Sincerely,

For  
Vincent P. Mammano  
Division Administrator





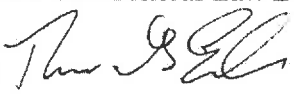
U.S. Department  
of Transportation  
Federal Highway  
Administration

# Memorandum

Subject: Project Labor Agreement Revisions for  
Sixth Street Viaduct Project, City of  
Los Angeles; Contract 123545

Date: SEP 09 2014

From: Steven Rochlis   
Attorney Advisor  
Legislation, Regulations and General Law Division (HCC-10)

Through: Thomas G. Echikson   
Chief Counsel  
Federal Highway Administration

To: Vincent Mammano  
Division Administrator  
California Division

## Recommendation

Recommend approval of the attached Project Labor Agreement (PLA) revisions, which were submitted for Headquarters review subsequent to the PLA approval by your office on July 7, 2014.

The proposed changes to the PLA in Sections 9.1 and 9.2 (Page 14/ Page 16 of the Redline); Section 13.3 (Page 17/Page19 of the Redline) and the revised contact information for the Trade Unions (Page 27/Pages 29 and 30 of the Redline) are non-substantive changes, and do not alter the findings associated with the prior approval of the PLA for the Sixth Street Viaduct project. As the changes do not have a material adverse effect on the approval of the PLA, or conflict with PLA guidance, there is no legal objection to the revised changes.

**Background:** The City of Los Angeles submitted a request to use a Project Labor Agreement (PLA) on Contract 123545 for the Sixth Street Viaduct Replacement project, and Acting Chief Counsel Thomas Holian recommended approval of the PLA on June 24, 2014 (attached). After the PLA was approved for use on the project, the City of Los Angeles discovered three minor errors to the PLA which required revision: Sections 9.1 and 9.2 were revised to provide a correct cross-reference to section 4.1 of the PLA relating to the effect of the PLA; Section 13.3 was revised to address how arbitration disputes involving the Southwest Regional Council of Carpenters would be addressed; and contact information for the Trade unions was updated to reflect recent mergers.

Concurrence

I concur with the above recommendation and recommend Division office approval of:

Project Labor Agreement as revised to be used on the Sixth Street Viaduct project on the following contract: 123545.

I do not concur with the recommendation to approve use of the PLA; please see me.



Thomas G. Echikson  
Chief Counsel  
Federal Highway Administration

Attachments: Sixth Street Viaduct PLA as Approved; as Revised (July 3, 2014); and Redline of Revisions (August 25, 2014)

California Division

650 Capitol Mall, Suite 4-100  
Sacramento, CA 95814  
(916) 498-5001  
(916) 498-5008 (fax)

10/17/14

Ms. Carrie L. Bowen  
District 7 Director  
California Department of Transportation  
100 S. Main Street, Suite 100, 13<sup>th</sup> Floor, Los Angeles, CA 90012

Dear Ms. Bowen:

Subject: Revised Project Labor Agreement (PLA) for City of Los Angeles Sixth Street Viaduct Placement

The Federal Highway Administration recommends approval of the attached Project Labor Agreement (PLA) revisions, which were submitted subsequent to the PLA approval by our office on July 7, 2014. The proposed changes to the PLA in Sections 9.1 and 9.2 (Page 14/ Page 16 of the Red line); Section 13.3 (Page 17 /Page 19 of the Red line) and the revised contact information for the Trade Unions (Page 27/Pages 29 and 30 of the Redline) are non-substantive changes, and do not alter the findings associated with the prior approval of the PLA for the Sixth Street Viaduct project. As the changes do not have a material adverse effect on the approval of the PLA, or conflict with PLA guidance, there is no legal objection to the revised changes. Therefore, FHWA California Division and FHWA Headquarters concur in the use of the Sixth Street Viaduct Replacement project's PLA.

If you have any questions or concerns, please contact Omar Elkassed at (213) 894-6718 or [omar.elkassed@dot.gov](mailto:omar.elkassed@dot.gov).

Sincerely,



For  
Vincent P. Mammano  
Division Administrator

Enclosure:

PLA-CA City of Los Angeles Sixth Street Viaduct Revised PLA Review and Recommendation for Approval 9-9-14 #2 of 2- 2014-09-09-102014.pdf

PLA-CA- City of Los Angeles Sixth Street Viaduct Revised PLA- Review and Recommendation for Approval -9-9-14 #1 of 2-2014-09-09-101839.pdf

Cc (via e-mail)

Christopher Newman, FHWA CADIV (w/ enclosure)  
Matthew Schmitz, FHWA CADIV (w/ enclosure)  
Jermaine Hannon, FHWA CADIV (w/ enclosure)  
Richard Backlund, FHWA CADIV (w/ enclosure)  
Mike Duman, FHWA CADIV (w/ enclosure)  
Lance Yokota, FHWA CADIV(w/ enclosure)  
Brett Gainer, FHWA Chief Counsel (w/ enclosure)  
Steve Rochlis, FHWA Attorney Advisor (w/ enclosure)  
Thomas Echikson, FHWA Chief Counsel (w/ enclosure)  
Alfred Mata, City of Los Angeles (w/ enclosure)  
Gary Lee Moore, City of Los Angeles (w/ enclosure)  
Deborah Weintraub, City of Los Angeles (w/ enclosure)  
David Sosa, Caltrans District 7 (w/ enclosure)  
David Wang, Caltrans District 7(w/ enclosure)