

***CITY OF LOS ANGELES***  
***PROPOSITION HHH***

***PROJECT LABOR AGREEMENT (PLA)***



***WITH***

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

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**PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES: PROPOSITION HHH**

**INTRODUCTION AND FINDINGS**

The Projects covered by this Project Labor Agreement are those so defined by the provisions of the City of Los Angeles' Proposition HHH ("HHH") and HHH Permanent Supportive Housing and Facilities (PSHF) Infrastructure Stabilization Ordinance.

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

The Local Hiring Requirements of this Agreement implements the Proposition HHH of the City of Los Angeles' and HHH PSHF Infrastructure Stabilization Ordinance, which are applicable to the Covered Project as a result of this Agreement.

WHEREAS, on January 7, 2016, the City Administrative Officer and Chief Legislative Analyst, with the assistance of various City of Los Angeles and County of Los Angeles representatives issued a Comprehensive Homeless Strategy Report (such report as amended is referred to herein as the Report, CF# 15-1138-S1) pursuant to the request of the Mayor and the Council of the City of Los Angeles; and

WHEREAS, the Report provided more than 60 policy and funding recommendations in dealing with homelessness; and

WHEREAS, in the Report, the Los Angeles Homeless Services Authority has identified approximately 26,000 homeless persons within the City of Los Angeles; and

WHEREAS, the present homeless population within the City of Los Angeles

which affects all segments of society, including all ethnicities and ages, and affects areas throughout the City of Los Angeles, faces a public health and safety crisis; and

WHEREAS, the homeless crisis has been exacerbated by the underbuilding of housing in the City of Los Angeles, which has created a shortage of housing for homeless persons; and

WHEREAS, low-income individuals and households face a greater risk and danger of homelessness because of the shortage of housing and affordable housing in the City of Los Angeles and resulting high rents; and

WHEREAS, the City Council has determined that, to address this crisis, the public interest or necessity demands the acquisition or improvement of real property to provide: (a) supportive housing for extremely low income or very low income individuals and families who are homeless or chronically homeless, which includes facilities from which assistance and services, such as mental health treatment, health care, drug and alcohol treatment, education and job training, may be provided; (b) temporary shelter facilities, storage facilities, shower facilities and other facilities to be used to provide supportive services or goods to, or otherwise benefit, those who are homeless, chronically homeless or at risk of homelessness; (c) affordable housing, including veterans housing, for extremely low income, very low income and/or low income individuals and families, including those who are at risk of homelessness; and (d) associated infrastructure and landscaping, including utilities, sidewalks and streets to be used in connection with the aforementioned housing units and other facilities; any of which may be operated, managed, owned or used by the City, other public entities, nonprofit entities or private entities, as permitted by law; and

WHEREAS, the City Council finds that financing supportive housing, veterans housing, affordable housing, and other facilities to provide supportive services or goods to those who are homeless, chronically homeless or at risk of homelessness, which may

be owned by the City, other public entities, nonprofit entities, or private entities, serves a public purpose; and

WHEREAS, the City Council, for the fiscal year 2016-17 budget, included over One Hundred Million Dollars to address the homeless crisis; and

WHEREAS, the Report has estimated that the projected cost estimate for the City of Los Angeles to create and maintain programs and facilities to address the public health and safety crisis faced by homeless in the City of Los Angeles, will require approximately Two Billion Dollars of funding over ten years; and

WHEREAS, given limited resources and other priority endeavors in the City to ensure public safety, infrastructure improvements and a growing economy, it is clear that additional funding for housing is also needed to complement any City plan to address the homeless crisis in the urgent, comprehensive, and persistent manner it deserves; and

WHEREAS, the City Council finds that the issuance of general obligation bonds is the most cost-effective way to raise funds necessary to pay for the acquisition or improvement of real property described above, and to stabilize the funding needs for such acquisition or improvement of real property, and to mitigate any financial pressures on the General Fund; and

WHEREAS, in order to issue general obligation bonds for this purpose, it is necessary to prepare an ordinance ordering the submission of a proposition to incur general obligation bonded indebtedness to the qualified voters of the City of Los Angeles; and

WHEREAS, the Charter of the City of Los Angeles Section 325 requires the preparation of a debt impact statement prior to the placing of any debt authorization on the ballot, and the City Administrative Officer has presented a debt impact statement to the City Council; and

WHEREAS, the City Council ratified a proposal approved by the qualified voters of the City of Los Angeles at a Special Election called and consolidated with the State General Election held on November 8, 2016, a proposition designated as Proposition HHH to incur general obligation bonded indebtedness of 1.2 billion dollars over a ten year period to finance the acquisition or improvement of real property to provide: (a) supportive housing for extremely low income or very low income individuals and families who are homeless or chronically homeless, which includes facilities from which assistance and services, such as mental health treatment, health care, drug and alcohol treatment, education and job training, may be provided at a rate of 10,000 housing units over ten years; (b) temporary shelter facilities, storage facilities, shower facilities and other facilities to be used to provide supportive services or goods to, or otherwise benefit, those who are homeless, chronically homeless or at risk of homelessness; (c) affordable housing, including veterans housing, for extremely low income, very low income and/or low income individuals and families, including those who are at risk of homelessness; and (d) associated infrastructure and landscaping, including utilities, sidewalks and streets to be used in connection with the aforementioned housing units and other facilities; any of which may be operated, managed, owned or used by the City, other public entities, nonprofit entities or private entities, as permitted by law, and the City Council hereby sets forth its determination; and

WHEREAS, the successful completion of the Covered Project(s) are of the utmost importance to the City of Los Angeles and its constituents; and

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

labor organizations; and

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

WHEREAS, the interests of the general public, the City of Los Angeles, Proposition HHH, the Unions and Contractors, Subcontractors, Employers and Workers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns, or other interferences with work; and

WHEREAS, the C/S/Es and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Covered Project(s) by the C/S/Es, and further, to encourage close cooperation among the C/S/Es, 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 Agreement, insofar as a legally binding agreement exists between the C/S/Es 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 C/S/Es are bound and shall remain bound, for the duration of this Agreement, by the terms of this Agreement and the applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and C/S/Es, in effect and covering the area of these Projects; and

WHEREAS, the C/S/Es for the construction of the Projects will be awarded in

accordance with the applicable provisions of Proposition HHH and this Agreement;  
and

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

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the City to directly combat poverty and stimulate economic reinvestment; and

WHEREAS, the City has adopted this Agreement which will provide construction employment and training opportunities in ways calculated to mitigate the harms caused by poverty, unemployment, and underemployment; and

WHEREAS, this Agreement reflects a commitment by all parties to the diversity in the workforce hiring that reflect levels of minority, women and other worker utilization at levels which are representative of the relevant workforce of these groups in the Greater Los Angeles Areas as determined by the U.S. Census Bureau; and

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

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



## ARTICLE I

### DEFINITIONS

- 1.1** “Agreement” is defined as this Proposition HHH Project Labor Agreement and its applicability to all projects.
- 1.2** “Apprentice” is defined as any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS) or in the case of Projects with Federal funding, indentured in a bona fide Labor/Management construction apprenticeship program, approved by the US Department of Labor (DOL) and California DAS.
- 1.3** “Apprentice Program” is defined as any Labor/Management Construction apprenticeship program certified and approved by the California DAS or in the case of Projects with Federal funding, approved by the US DOL and California DAS.
- 1.4** “Awarding Authority” is defined as any board or commission of the City, or any employee or officer of the City, that is authorized to award or enter into any contract on behalf of the City.
- 1.5** “Bureau of Contract Administration” (BCA) is defined as the designated bureau within the City to serve as the Designated Administrative Agency for this Agreement, and is responsible for (1) Administering this Agreement and (2) providing educational outreach and training to ensure that C/S/E’s and developers entering into a contract pursuant to this Agreement understand all of the applicable provisions and requirements.
- 1.6** “Construction Contract” is defined as all contracts, which are necessary to complete the Covered Project(s); or for construction to be performed on an HHH

development project.

- 1.7** “Contractor/Subcontractor/Employer(s)” (C/S/E) is defined as any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise, and which is properly licensed for the work intended, and has entered into a contract covered under this Agreement or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of a project incorporated within this Agreement. For the purposes of this Agreement the term “Contractor” shall also include a Developer as defined in Section 1.11 of this Agreement.
- 1.8** “Core Worker” is defined as a verifiable member of the C/S/E’s core workforce for the purpose of this Agreement if the worker’s name appears on the C/S/E’s active payroll for 60 of the 100 working days immediately prior to the award of the construction contract and meets all standards required by applicable local, state, or federal law or regulation.
- 1.9** “Covered Projects” is defined as development projects subject to this Agreement as described in Article II.
- 1.10** “Designated Administrative Agency” (DAA) is defined as the Department of Public Works, Bureau of Contract Administration, which shall bear administrative, enforcement and monitoring responsibilities for this Agreement.
- 1.11** “Developer” is defined as a person, firm, partnership, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity entering into this Agreement.
- 1.12** “Employment Hiring Plan” (EHP) is defined as a C/S/E’s detailed hiring plan.
- 1.13** “Facilities” is defined as a development project that, upon completion of Construction, is intended to provide supportive services to, or otherwise benefit, those who are homeless or at risk of homelessness, including but not limited to

the following: (1) Developments to provide assistance and services, such as mental health treatment, health care, drug and alcohol treatment, education and job training; (2) Temporary shelters, storage space, showers and other facilities to provide supportive services or goods to, or otherwise benefit those who are homeless or at risk of homelessness; (3) Infrastructure and landscaping, including utilities, sidewalks and streets to be used in connection with the Permanent Supportive Housing.

**1.14** “FHWA Project” is defined as an HHH Project that is funded in part by the Federal Highway Administration (FHWA).

**1.15** “Housing and Community Investment Department of Los Angeles” (HCIDLA) is defined as an Awarding Authority for this Agreement.

**1.16** “HHH” is defined as Proposition HHH of the City of Los Angeles, State of California.

**1.17** “Joint Administrative Committee” (JAC) is defined as described in Article XII of this Agreement.

**1.18** “Jobs Coordinator” is defined as the Prime Contractor’s or Developer’s designated person, agent, or agency that will facilitate the local hire referral process for the established requirements pursuant to this Agreement with the C/S/E, Unions, and other referral organizations. The Jobs Coordinator must be able to demonstrate or document to the DAA that it has the requisite qualification and/or experience to fulfill the duties and responsibilities.

**1.19** “LA/OCBTC” (Trades Council) is defined as the Los Angeles/Orange Counties Building and Construction Trades Council.

**1.20** “Letter of Assent” is defined as the document that each C/S/E (of any tier) must sign and submit to the DAA, which formally binds them to adherence to all the forms, requirements, and conditions of this Agreement.

- 1.21** “Local Resident” means either: (i) an individual whose primary place of residence is in the City and is in a zip code within a 5-mile radius surrounding a project’s location where the annual household income or the individual’s annual household income is less than the County of Los Angeles’ medium annual household income; or (ii) an individual whose primary place of residence is within the City and is within a zip code having at least two census tracts (or portions thereof) in which the median annual household income is less than 50 percent of the County of Los Angeles’ median annual household income, and/or at least two census tracts (or portions thereof) where the rate of unemployment exceeds 200 percent of the County of Los Angeles’ unemployment rate as reported by the most recent U.S. Census Bureau data; or (iii) an individual whose primary place of residence is within the City and is within the zip code having at least two census tracts (or portions thereof) in which the median annual household income is less than the County of Los Angeles’ median annual household income and/or at least two census tracts (or portions thereof) where the rate of unemployment exceeds 100 percent of the County of Los Angeles’ unemployment rate as reported by the most recent U.S. Census Bureau data.
- 1.22** “Long-Term Unemployment” is defined by the Bureau of Labor Statistics as being jobless for 27 weeks or more, or as defined.
- 1.23** “Master Labor Agreement” or “MLA” is defined as the local area collective bargaining agreements negotiated and executed from time to time by (i) the applicable employer associations and (ii) Local Unions having jurisdiction over Covered Projects.
- 1.24** “Office of the City Administrative Officer” (CAO) is defined as an Awarding Authority for this Agreement.

- 1.25** “Plan” is defined as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as described in Article XIV of this Agreement.
- 1.26** “Permanent Supportive Housing” (PSH) is defined as housing pursuant to HHH and funding for Projects covered by this Agreement.
- 1.27** “Subscription Agreement” is defined as the contract between a C/S/E and a Union’s Labor/Management Trust Fund(s) that allows the C/S/E to make the appropriate fringe benefit contributions with the terms of the contract.
- 1.28** “Total Development Cost” (TDC) is defined as the funded amount for a Project covered under this Agreement.
- 1.29** “Tier 1” means the zip codes within a 5-mile radius surrounding the project’s location, containing qualified workers where either the annual household income or the qualified worker’s annual household income is less than the County of Los Angeles’ median annual household income, as identified in Article 7.4 of this Agreement.
- 1.30** “Tier 2” means the zip codes identified in Article 7.5 of this Agreement, having at least two (2) census tracts (or portions thereof) in which the median household income is less than 50% of the County of Los Angeles’ median annual household income, and/or where the unemployment rate exceeds 200% of the County of Los Angeles/ unemployment rate as reported by the most recent available U.S. Census Bureau data.
- 1.31** “Tier 3” means the zip codes within the City, identified in Article 7.6 of this Agreement, that includes at least two (2) census tracts (or a portion thereof) in which the median annual household income is less than the County of Los Angeles’ median annual household income, and/or the unemployment rate exceeds 100% of the County of Los Angeles’ unemployment rate as reported by the most recent available U.S. Census Bureau data.

- 1.32** “Transitional Worker” means any individual whose primary place of residence is within the City of Los Angeles, and who prior to commencing work on a Project has been certified as satisfying at least one of the following Criteria (1): having Veteran status; having a documented history of involvement with the criminal justice system; being homeless. If the Jobs Coordinator or Employer is not able to identify anyone using Criteria (1), Criteria (2) may be used. Criteria (2) is an individual facing two or more of the following barriers to employment: having a household income less than 50% of Los Angeles County's median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long term unemployment, being emancipated from the foster care system, or being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program described in Section 1.3.
- 1.33** “Union(s)” or “Signatory Unions” is defined as the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.
- 1.34** “Unit” is defined as a singular housing residence within a covered Project, with distinct separation from other project residences.

## ARTICLE II

### SCOPE OF AGREEMENT

- 2.1** Parties: The Agreement shall apply and is limited to the City, all C/S/Es performing construction on Covered HHH Projects and the Unions.
- 2.2** The Agreement shall apply to all Covered Projects and construction contracts approved by the Awarding Authority, which provide as follows.
- (1) Covered Projects include development projects in the following categories, excluding projects excepted from coverage under Section (2), below.
- (a) Proposed PSH development projects for which the project has an amount of Units equal to or greater than 65 Units.
  - (b) Proposed Facilities projects, in which the project has a TDC equal to or greater than five million dollars.
  - (c) Proposed mixed projects that contain development projects from both (a) and (b).
- (2) The following projects shall not constitute Covered Projects:
- (a) PSH development projects including fewer than 65 Units.
  - (b) Facilities projects with a TDC of less than five million dollars.

The Awarding Authority has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Covered Project. Should the Awarding Authority remove any contract from the Covered Project and thereafter authorize that construction work be commenced on the contract, the contract may, at the election of the Awarding Authority, be performed under the terms of the Agreement.

- 2.3** Project Labor Disputes: The provisions of this Agreement, including the Master Labor Agreements (“MLA”), (which are the local collective bargaining agreements

of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Prime Contractor, Employer, nor the Subcontractor (of any tier) or owner-operator will be obligated to sign any other local, area, or national agreement, except as provided in section 8.2, below. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any MLA and all other national, area, or local collective bargaining agreements except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Grievance and Arbitration Procedure) and Article XIV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement, except for those disputes exempted from the grievance procedure pursuant to Section 13.1. Where a subject is covered by a provision in a MLA and not covered by this Agreement, the provision of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Covered Project shall be resolved under



the grievance procedures established in this Agreement.

**2.4 Exclusions:**

- (1) This Agreement shall be limited to construction work on a Project which is approved by the Awarding Authority, and is not intended to, and shall not apply to any construction work commenced at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other City projects, except that any Covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project.
- (2) This Agreement is not intended to, and shall not, affect or govern the award of contracts by the Awarding Authority, which are outside the approved scope of the Covered Project(s).
- (3) This Agreement is not intended to, and shall not, affect the operation or maintenance of any HHH facilities whether related or not to Covered Projects.
- (4) This Agreement shall not apply to a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by the MLAs), office and clerical employees, or any other employee not performing construction craftwork.
- (5) 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. This shall not cover quality assurance work performed by or on behalf of the City. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils

and Material Tester under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Notwithstanding the provisions of this sub-section, the Awarding Authority may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The Awarding Authority must provide prior notice to the Trades Council 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.

- (6) The Agreement shall not apply to material suppliers or delivery by any means of material, supplies, or equipment required to any point of delivery.
- (7) The Agreement shall not apply to City employees.
- (8) The Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on Covered Projects provided such entities do not perform craft employee construction work with their own employees or to customer service work performed post completion by an entity other than the C/S/E that performed the original construction work.
- (9) The Agreement shall not apply to City PSH construction contracts or Projects, if such Project has federal funding and the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.
- (10) For FHWA Projects, this Agreement shall apply to the covered project, in accord with the policies and conditions under which the FHWA funds are

received from the U.S. Department of Transportation.

(11) Out-of-State Workers: hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth by the Agreement.

(12) Notwithstanding the foregoing, demolition and asbestos abatement shall constitute work covered by the Project Labor Agreement when such work is part of a Covered Project.

**2.5** The Awarding Authority and/or the C/S/Es, as appropriate, have the absolute right to award contracts or subcontracts on a Covered Project to any C/S/E notwithstanding the existence or non-existence of any agreements between such C/S/E and any Union parties, provided only that such C/S/E is ready, willing and able to execute and comply with this Agreement should such C/S/E be awarded work covered by this Agreement.

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

**3.1** By executing the Agreement, the Unions, Awarding Authority and DAA agree to be bound by each and all of the provisions of the Agreement.

**3.2** By entering into an HHH Agreement with the Awarding Authority, each C/S/E agrees to be bound by each and every provision of the Agreement.

**3.3** At the time that any C/S/E enters into a subcontract with any subcontractor of any tier providing for the performance of construction for a Covered Project, the C/S/E shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work.

See Attachment "A" for a sample Letter of Assent. Each C/S/Es must submit its Letter of Assent and its Employment Hiring Plan to BCA or its designee prior to performing work on the Project. Additionally, it shall be the responsibility of the Prime Contractor to have each of its subcontractors sign such Subscription Agreement with the appropriate Craft Union prior to the subcontractor beginning work on the Covered Project.

- 3.4** This Agreement shall only be binding on the signatory C/S/E's hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any construction Contract prior to the execution of this Agreement.

#### **ARTICLE IV**

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

- 4.1** The Unions, Awarding Authority and C/S/Es agree:

- (1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other project site or facility of the HHH because of a dispute on this Project.
- (2) As to employees employed on the Covered Project, there shall be no lockout of any kind by any C/S/E(s) covered by this Agreement. The C/S/E(s) may lay off employees for lack of work or delay of work on the Project.

- (3) The Unions agree that they will not sanction in any way any picket line or other impairment of the work on the Covered Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Covered Project will also do so themselves.
- (4) The Unions agree that they shall not sanction, aid, abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Project site or C/S/E's business site that will economically and/or materially affect the completion of the Project. 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) 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:
  - (i) fails to timely pay its weekly payroll; or
  - (ii) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members services for the C/S/E's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, 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, prime contractor and the BCA. Union will meet within the ten (10) day period to

attempt to resolve the dispute.

- (iii) 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; the C/S/E shall return all such members back to work.

**4.2** Expiration of Local Agreements: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Covered Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 4.1 above as a result of the expiration of any such agreement(s) having application on this Covered Project and/or failure of the involved Parties to that agreement to reach a new contract. For C/S/Es which are not independently signatory to an MLA, the terms and conditions of employment established and set for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Covered Project on one of the following two (2) options, both of which will be offered by the Unions involved to the C/S/Es affected:

- (1) Each of the Unions with a contract expiring must offer to continue working on the Covered Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds established under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to 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.

- (2) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the C/S/E affected by that expiring contract agrees to the following retroactivity provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Covered 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/E shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected C/S/E's shall be solely responsible for any retroactive payment to its employees and that neither the Awarding Authority, nor the Awarding Authority's designee, nor any other C/S/E has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such C/S/E.
- (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 paragraph (1) above and other C/S/E's may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between

the two options, C/S/E's will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the C/S/E's in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever date is later. If the C/S/E fails to timely select one of the above options, the C/S/E will be deemed to have selected paragraph (2) above.

**4.3** Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of Section 4.1 is alleged to have occurred:

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

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Paul Greenberg
5. Lou Zigman

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the 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. Wayne Estes

The selection of a new permanent Arbitrator shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor 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 e-mail to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

- (2) Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (3) The Arbitrator shall notify the Parties to the Arbitration by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.
- (4) The sole issue at the hearing shall be whether or not a violation of Sections 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator

shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

- (5) Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.2(3) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.
- (6) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the Parties to whom they accrue.
- (7) The fees and expenses incurred in arbitration shall be divided equally by the parties (the applicable Union and Contractor) to the arbitration.

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

## **ARTICLE V**

### **NO DISCRIMINATION**

**5.1** The C/S/E's and Unions agree not to engage in any form of discrimination, including in the hiring and dispatching of workers, on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, domestic partner status, medical condition, political affiliation, membership in a labor organization, being a party to a collective bargaining agreement, color, or disability.

## **ARTICLE VI**

### **UNION SECURITY**

**6.1** The C/S/Es recognize the Unions as the respective sole bargaining representative for all craft employees working within the scope of this Agreement.

**6.2** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions for the period during which

they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly window and working dues.

## **ARTICLE VII**

### REFERRAL

7.1 The Union(s) shall be the primary source of all craft labor employed on the Project(s) and will exert their best efforts to recruit and identify individuals, particularly residents of the City residing in the Tier 1 project location radius, or Tier 2 or Tier 3 zip code areas, as well as those referred by the Jobs Coordinator, for entrance into joining labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs.

In the event that the C/S/E has its own Core Worker(s) and wishes to employ such workers to perform covered work, the C/S/E shall employ such workers in accord with the provisions of this Article VII. The following process shall govern the employment of core workers at the Project:

- (1) A worker shall be considered a member of a C/S/E's core workforce for the purposes of this Article if the worker's name appears on the C/S/E's active payroll for 60 of the 100 working days immediately before award of the construction contract to the C/S/E and meets the required definition stated in Section 1.8 of this Agreement. The C/S/E shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the City. Prior to each C/S/E, which utilizes any core employees, performing any work on Covered Project(s), each such C/S/E shall provide a list of its core employees to the DAA and the Trades Council. Failure to do so will prohibit the C/S/E from using any core employees. The number

of Core Workers on Covered Project(s) shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such 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 first be requisitioned from the hiring hall in accordance with other provisions in Article VII.

- (2) In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of Core 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 C/S/E/s which are not independently signatory to a current MLA for the craft workers under their employ and is not intended to limit the transfer provisions of the MLAs of any Union.

**7.2** The C/S/E's shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions for all job site craft employee(s) before such employee(s) begin work, when such procedures are not in violation of Federal or State law or in conflict with provisions set forth in this Agreement.

**7.3** In the event that the referral facilities maintained by the Unions are unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers within a forty-eight (48) hour period after such requisition is made by the C/S/E (Saturdays, Sundays and holidays excepted), the C/S/E shall be free to obtain

Local Residents and/or Transitional Workers from any source. However, for all other requisitions by a C/S/E for non-Local Residents or non-Transitional Workers, only after a forty eight (48) hour period (Saturdays, Sundays and holidays excepted) after such requisition is made by the C/S/E, shall the C/S/E be free to obtain work persons from any source if the Unions are unable to fill the requisition. However, the C/S/E is still responsible for complying with conditions and requirements of this Agreement.

- (1) The C/S/E must document, from the applicable Tiers, all efforts made to comply with the targeted hiring process to locate and hire Local Residents and/or Transitional Workers. The C/S/E may employ Local Residents and/or Transitional Workers referred by the Jobs Coordinator. However, in the event the Jobs Coordinator is unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers, the C/S/E may utilize any organization to assist them in satisfying the requirements of this Agreement.
- (2) The C/S/E shall inform the Unions, Job Coordinator and DAA of the name, address, worker craft classification and social security number of any worker hired from other sources upon their employment on the Project(s).
- (3) No Local Resident and/or Transitional Worker, having been pre-screened and/or pre-qualified by the Jobs Coordinator, and employed by the C/S/E to work on the Project(s), shall be required to participate in any Joint Labor/Management "boot camp" or pre-apprentice program that will unnecessarily delay the Local Resident and/or Transitional Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

(4) Any work person hired under this Section 7.3, as well as all other workers hired under this Article VII, shall be obligated to register with the appropriate Union hiring hall, within five (5) working days of their first day of employment on the Project and comply with the Union Security provisions of this Agreement.

**7.4** The Unions will exert their best efforts to refer/recruit sufficient numbers of skilled craft Local Residents and Transitional Workers to fulfill the requirements of the C/S/E(s). In recognition of the fact that the communities within the boundaries of the City will be impacted by the construction of Project(s), the Parties agree to support the development and graduation of Transitional construction apprentices and workers from residents within the Tier 1 project location radius or Tiers 2 or 3 zip code areas. Towards that end, the Unions agree to encourage and provide referrals and utilization of qualified workers residing within the Tier 1 5-mile radius of zip codes surrounding the project's location, where either the annual household income or the qualified worker's annual household income is less than the County of Los Angeles' median annual household income.

**7.5** Wherein the Unions cannot provide the C/S/Es, having documented their efforts in the attainment of Local Residents and/or Transitional Workers within the Tier 1 project location radius as listed in Article 7.4 above, the Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers within Tier 2 zip code areas identified in the following and Transitional Workers in the following zip code areas of the City:

### Tier 2 Zip Codes

90001	90012	90023	90043	90089	91411
90002	90013	90024	90044	90731	91605
90003	90014	90026	90047	90744	91606
90004	90015	90027	90057	91331	
90005	90016	90028	90058	91342	
90006	90017	90029	90059	91343	
90007	90018	90031	90061	91401	
90008	90019	90033	90062	91402	
90010	90020	90037	90063	91405	
90011	90021	90038	90065	91406	

**7.6** Wherein the Unions cannot provide the C/S/Es, having documented their efforts in the attainment of Local Residents and/or Transitional Workers within the Tier 2 zip code areas as listed in Article 7.5 above, the Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers within Tier 3 zip code areas identified in the following and Transitional Workers in the remaining zip code areas of the City:

### Tier 3 Zip Codes

90025	90048	90305	91042	91340	91601
90032	90064	90405	91302	91344	91602
90034	90066	90501	91303	91345	91604
90035	90068	90502	91304	91352	91607
90036	90230	90710	91306	91356	
90039	90232	90717	91311	91364	
90041	90247	90745	91316	91367	
90042	90248	90810	91324	91403	
90045	90265	90813	91325	91423	
90046	90272	91040	91335	91505	

The Unions will exert their best efforts to recruit and identify Local Residents and/or Transitional Workers of the City and assist individuals in qualifying and becoming eligible for such apprenticeship programs.



7.7 The Prime Contractor is responsible for ensuring compliance with the targeted hiring process for the Project(s) to achieve the following anticipated levels of participation:

- (1) The following percentages shall be the targeted hiring for the Project:
  - (a) At least 30% of total work hours performed on the Project shall be performed by Local Residents residing within Tier 1 described in Article 7.4. If the 30% local hire is not attained utilizing the Tier 1, the outreach shall first expand to the Tier 2 as described in Article 7.5 of this Agreement and then Tier 3, as described in Article 7.6 of this Agreement.
  - (b) At least 10% of total work hours performed on the Project shall be performed by Transitional Workers residing within Tier 1 project location radius or Tiers 2 or 3 zip code areas described in Articles 7.4, 7.5 and 7.6, respectively and the remaining zip code areas within the City of Los Angeles. These hours shall be applied towards the 30% Local Resident targeted hiring.
  - (c) Apprentices must be employed on each project in accordance with the requirements mandated by Section 1777.5 of the California Labor Code. The Parties agree that City residents in the Tier 1 project location radius or Tiers 2 or 3 zip code areas will perform 50% of all apprenticeship hours worked on Covered Project(s).  
  
An apprentice who begins his/her period of apprenticeship as a City resident in the Tier 1 project location radius or Tiers 2 or 3 zip code areas will retain that status for the entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions

submit to the DAA the necessary identifying information to enable the tracking of such apprentices, if requested by the DAA.

(d) The C/S/Es shall document their compliance efforts through the utilization of the Craft Request Form, hiring hall procedures, Jobs Coordinator or any other organization/agency that can assist the C/S/E in meeting this requirement.

- (2) The employer retains authority in making individual hiring decisions.
- (3) Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth above.
- (4) The above referenced targeted hiring shall apply to federally funded projects in accord with the policies and conditions under which the funds are received from the Federal Housing Administration or Housing and Urban Development.

**7.8** The Transitional Workers may be referred to the Unions from the Jobs Coordinator or Employer. The Jobs Coordinator or Employer shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify the Transitional Worker, with first priority given to Group 1:

- (1) Satisfies one of the following barriers of employment criteria:
  - a. Being a Veteran;
  - b. Having a documented history of involvement with the justice system;
  - c. Being homeless; or

- (2) Faces at least two of the following barriers to employment:
- a. Having household income below 50% of the Los Angeles County's median annual household income;
  - b. Emancipated from the foster care system;
  - c. Receiving public assistance;
  - d. Lacking a GED or high school diploma;
  - e. Being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level within a program as described in Section 1.3;
  - f. Being a custodial single parent;
  - g. Suffering from long-term unemployment

To qualify under this section, the Jobs Coordinator shall verify and certify that the individual's primary place of residence is within the City, except that an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level within a program as described in Section 1.3 shall not be required to maintain his/her residence within the City, and that such individual satisfies the criteria set forth above.

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

needs as identified by the Parties.

**7.10** 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 a Project and of apprenticeship and employment opportunities for a Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**7.11** The C/S/E's shall use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Residents, Transitional Workers, and/or general dispatch.

- (1) When Local Residents and/or Transitional Workers are requested by the C/S/E's, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.
- (2) In the event that a C/S/E, having not achieved its targeted hiring participation levels, requests a Local Resident and/or Transitional Worker from the Union hiring facility, and is referred a worker who is not a Local Resident and/or Transitional Worker, the C/S/E is under no obligation to hire the referred worker for the Project work and shall notify the Union hiring facility and the Jobs Coordinator.
- (3) 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. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the City representative as described in Article XI of this Agreement.

## 7.12 Apprentices

- (1) The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the City's local work force, and the opportunities to provide continuing work for Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents and/or Transitional Workers within the Tier 1 project location radius or Tiers 2 or 3 zip code areas to commence and progress in Labor/Management apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City, Jobs Coordinator, Work Source Centers, other non-profit entities, organizations, and the Unions, will work cooperatively to identify, or establish and maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs maintained by the signatory unions.
- (2) Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint Labor/Management apprenticeship program. The DAA shall provide a list of all Apprentices who have worked on Covered HHH Projects to the apprenticeship coordinators of the signatory unions on a quarterly basis. In turn, the signatory unions shall collect and compile information on the retention of these Apprentices and submit this information to the DAA on a quarterly basis. The DAA will use the information provided to generate a quarterly

report on retention of Apprentices on the Covered HHH Projects.

- (3) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the C/S/E shall provide adequate proof evidencing the worker's qualification as a journeyman.

## **ARTICLE VIII**

### **WAGES & BENEFITS**

#### **8.1 Wages.**

All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the higher of the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations or as established by the US DOL if applicable. If a prevailing rate increases during the term of this Agreement under State or Federal law, the Contractor shall pay the rate as of its effective date under the applicable law. The C/S/E(s) directly signatory to one or more MLAs are required to pay all wages set forth in those MLAs without reference to the forgoing. If the prevailing

wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the MLAs, except as otherwise provided in this Agreement.

## **8.2 Benefits.**

- (a) All C/S/Es not signatory to the established Labor/Management Trust Fund Agreements, as specified in the MLAs for the craft workers in their employ, shall sign a "Subscription Agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.
- (b) The C/S/Es shall pay contributions to the established employee benefit funds on behalf of all employees performing Project work under this Agreement in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. The C/S/E's directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deductions programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.
- (c) The C/S/E adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of,

such trust funds for its employees. The 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 C/S/E.

## **ARTICLE IX**

### EMPLOYEE GRIEVANCE PROCEDURE

- 9.1** 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 MLA for the craft Union representing such employee(s) and not under the provisions of the Grievance and Arbitration provisions of Article XIII.
- 9.2** The C/S/Es shall not discipline or dismiss its employees except for good cause.

## **ARTICLE X**

### HHH POLICIES AND PROCEDURES

- 10.1** All construction contracts identified by the DAA as part of the Projects shall include the following provisions. Such provisions include, but are not limited to:
- (1) All persons who perform labor in the execution of a construction contract shall be paid the prevailing rate of wages applicable to the classification as provided in Article III, Section 377 of the Los Angeles City Charter.
  - (2) All C/S/Es shall provide information concerning their experience, financial qualifications, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract or subcontract.
- 10.2** In addition to the above requirements, the C/S/Es and Unions understand and agree that all construction contracts shall be awarded in accordance with any



HHH policies and any applicable provisions of the Los Angeles City Charter (“Charter”) (effective July 1, 2000), and the Los Angeles Administrative Code (“Administrative Code”) (and any future amendments applicable thereto), including but not limited to:

- (1) Los Angeles City Charter Article III, Section 371 (award of construction contracts to the lowest responsible bidder);
- (2) Administrative Code Sections, 10.8-1 0.13 (prohibition of discrimination); and Mayor’s Executive Directive No. 14 (City of Los Angeles Business Inclusion Program).

**10.3** Each covered project construction contracts will require a minimum of one subcontractor bid for each craft of work.

## **ARTICLE XI**

### **COMPLIANCE**

**11.1** It shall be the responsibility of the C/S/Es and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII (Wages & Benefits). The DAA shall investigate and monitor compliance with Article VIII, the applicable provisions of the Charter and the Administrative Code, including, but not limited to, the prevailing wage requirements of the Charter, Local Residents and Transitional Worker hiring compliance, and the affirmative action provisions of the Administrative Code, and to recommend to the Awarding Authority or designee enforcement measures to ensure the C/S/E’s compliance with the general conditions of a construction contract. At the conclusion of any six-month period, the Parties to this Agreement shall report to the Awarding Authority with a status update on the Agreement with regard to that Covered Project, including a description of any obstacles or barriers faced. The provisions

of this Article shall not substitute for or preclude any employee or Union from filing a grievance under the provisions of Grievance Arbitration Procedure of Article XIII.

- 11.2** Each C/S/E shall cooperate fully and promptly with any inquiry or investigation the City or DAA deems necessary in order to monitor compliance with the provisions in this Agreement.

## **ARTICLE XII**

### JOINT ADMINISTRATIVE COMMITTEE

- 12.1** The Parties to this Agreement shall establish six-person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative of the Awarding Authority; one (1) representative from the DAA; one (1) representative of the Developer or C/S/E; and three (3) representatives of the signatory Unions to be appointed by the Trades Council, to be chaired jointly by a representative of the DAA and Council, respectively. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.
- 12.2** The JAC shall meet at the call of either the joint chairs to discuss implementation and administration of this Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision from the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or decide grievances arising under this Agreement.
- 12.3** A quorum shall consist of at least two (2) City and two (2) signatory union representatives appointed by the Trades Council. For voting purposes, only an equal number of City and signatory union representatives present may constitute a voting quorum.

## ARTICLE XIII

### GRIEVANCE ARBITRATION PROCEDURE

**13.1** The Parties hereby agree that all grievances and disputes that may arise concerning the application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Sections 4.1 and 4.2, Article IX (Employee Grievance Procedure) and Sections 14.1, 14.2, 14.3 and 14.4 shall be settled in accordance with the following procedures set out herein. Grieving parties are encouraged to meet as soon as possible and try to resolve the dispute. However, if a resolution cannot be reached, the following procedure shall be used.

**13.2** Grievances and disputes shall be settled according to the following procedures:

Step 1: The business representative of the local Union involved shall first attempt to settle the matter by oral discussion with the particular C/S/E's project representative no later than five (5) working days after the Union submitting the grievance first became aware of, or by the use of reasonable diligence should have been aware of, the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the C/S/E's representative within five (5) working days after the oral discussion with said C/S/E's representative, the dispute or grievance shall be reduced to writing by the grieving Union.

Step 2: In the event that the representatives (C/S/E and Union) are unable to resolve the grievance after its referral to Step 1, either involved party may submit the grievance, within five (5) business days of the Step 1 meeting of the parties to the grievance, to the Joint Administrative Committee (JAC), which shall meet within five (5) business days after such referral (or such longer time as mutually agreed upon by all representatives of the JAC), to

confer in an attempt to resolve the grievance. If the grievance is not resolved by the parties to the grievance within five (5) business days after its referral (or such longer time as is mutually agreed upon by all representatives of the JAC) to the JAC, it may be referred within five (5) business days by either party to Step 3 by written notice of the submittal of the grievance to arbitration in accordance with the provisions set forth below.

**Step 3:** After notice by any party of intent to submit a grievance to arbitration, the Parties shall have five (5) days to attempt, by mutual agreement, to select as the Arbitrator to hear the dispute, one of the Arbitrators listed under the Expedited Arbitration provisions of Article IV, Section 4.3 of this Agreement. If the Parties are unable to reach such agreement, the first arbitrator from the list, on a rotational basis, shall be the arbitrator to hear the dispute. The decision of the Arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. A failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. The fees and expenses incurred in arbitration shall be divided equally by the parties (the applicable Union and Contractor) to the arbitration. 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.

**13.3** The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 13.2 may be extended by mutual agreement of the Parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the

processing and/or resolution of like or similar grievances.

- 13.4** Grievances which are settled directly by the Parties to such grievance shall not be precedent setting.
- 13.5** The City or its designated representative shall be given advance notification of all proceedings of all actions at Steps 2 and 3 and may observe such proceedings upon request.

## **ARTICLE XIV**

### JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE/

#### EDUCATIONAL OUTREACH AND TRAINING

- 14.1** The assignment of 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.
- 14.2** All Jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers 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 C/S/Es and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision.
- 14.3** 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. The

Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

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

**14.5** Pre-Job Conference. A pre-job conference shall be held prior to the start of work by the prime contractor for the Covered Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The subcontractors /owner operators of any tier will be advised in advance of all such conferences and shall participate. The Trades Council and the DAA shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the C/S/E at a pre-job conference. Any formal jurisdictional dispute raised under Article XIV must be raised at the pre-job conference upon disclosure of the work assignments. 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. The C/S/E performing all project work that was not previously assigned at the pre-job conference will conduct a separate pre-job conference for such newly assigned work prior to commencing such work.

**14.6** The BCA will provide educational outreach and training, as outlined in the PSHF Ordinance, to ensure that C/S/E's and all other involved parties understand the

requirements of this Agreement.

## ARTICLE XV

### MANAGEMENT RIGHTS

- 15.1** The C/S/Es shall retain full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement or an MLA. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times.
- 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/E's may utilize the most efficient methods or techniques of construction, tools, or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.
- 15.3** The C/S/E's shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The C/S/E's shall have the absolute right to hire, promote, suspend, discharge, or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between the particular 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/E's to select the lowest bidder they deem qualified for the award of contracts

or subcontracts or material, supplies, or equipment purchase orders on the Covered Project. The right of ultimate selection remains solely with the C/S/E in accordance with the construction contract.

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

## **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 Awarding Authority, 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 Awarding Authority.

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

**16.3** The Parties acknowledge that the City and the 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 City's premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

- 16.4** To that end, the Parties agree to adopt the Los Ange/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment B, which 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 this Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of this 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 this Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.
- 17.3** If a court of competent jurisdiction determines that all or part of the Agreement is

invalid and/or enjoins the City or DAA from complying with all or part of its provisions and the Awarding Authority accordingly determines that the Agreement will not be required as part of an award to a C/S/E, the Unions will no longer be bound by the provisions of Article IV to the extent that such C/S/E is no longer bound. The Unions and their members shall remain bound to Article IV with respect to all other 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's.

- 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 any of these agencies with respect to any grant or contract.

## **ARTICLE XVIII**

### **STEWARD**

- 18.1** Each Union shall have the right to designate a working craft employee as steward for each C/S/E employing such craft on the Project. Such designated steward shall be a qualified worker 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/her C/S/E and not to the work being performed by other C/S/E's or their employees.
- 18.2** Authorized representatives of the Union(s) shall have access to the Covered Project, provided that such representatives fully comply with posted visitor,

security, and safety rules and the environmental compliance requirements of the Covered Project, provided that they do not unnecessarily interfere with the employees or cause them to neglect their work. The Contractor recognizes the right of access set forth in this Section and such access will not be unreasonably withheld from an authorized representative of the Union.

## **ARTICLE XIX**

### **TERM**

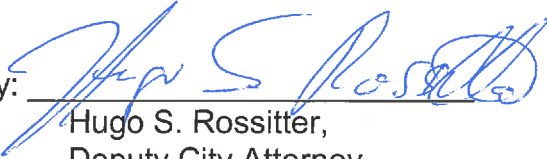
- 19.1** This Agreement shall commence upon execution by all Parties (Bureau of Contract Administration, Housing and Community Investment Department Los Angeles, Office of the City Administrative Officer, the Los Angeles/Orange Counties Building and Construction Trades Council and the Craft Unions signatory to this Agreement) and shall continue in full force and effect from the date of July 1, 2018, for an initial term of three (3) years, and may be extended for two (2) subsequent terms of one (1) additional year each at the discretion of the City. During the term of this Agreement, upon request by either Party or by mutual consent, the Parties will meet to discuss the application of and their experience with this Agreement. As a result of any such meeting, the Parties may, but shall not be obligated to, mutually agree to amendments or modifications of this Agreement.
- 19.2** The Agreement shall continue in full force and effect for each covered Project until project acceptance by the Awarding Authority. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.
- 19.3** Any covered Project awarded during the term of this Agreement shall continue to

be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year written below. THE UNION OFFICIALS signing this Agreement warrant and represent that they are authorized to collectively bargain on behalf of the organizations whom they represent and the members of such organizations.

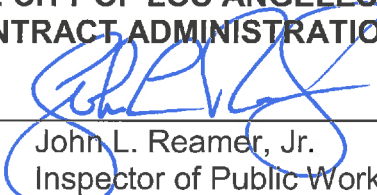
**APPROVED AS TO FORM:**

Michael N. Feuer, City Attorney

By:   
Hugo S. Rossitter,  
Deputy City Attorney


Date: 6/29/18

**THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS – BUREAU OF CONTRACT ADMINISTRATION**

By:   
John L. Reamer, Jr.  
Inspector of Public Works

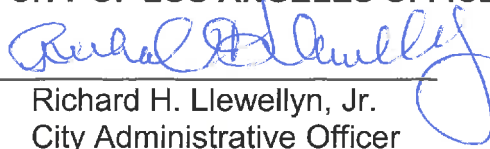
Date: 6-21-2018

**THE CITY OF LOS ANGELES HOUSING AND COMMUNITY INVESTMENT DEPARTMENT**

By:   
Rushmore Cervantes  
General Manager

Date: 7-3-18

**THE CITY OF LOS ANGELES OFFICE OF THE CITY ADMINISTRATIVE OFFICER**

By:   
Richard H. Llewellyn, Jr.  
City Administrative Officer

Date: 7/2/18

**THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL**

By:   
Ron Miller  
Executive Secretary

Date: 6-21-18

Union Signatory Page

*SCOCC LABORERS*

Asbestos Heat & Frost Insulators (Local 5)

*Eddy Pena*

Boilermakers (Local 92)

*[Signature]*

Bricklayers & Allied Craftworkers (Local 4)

*[Signature]*

Cement Masons (Local 500)

*[Signature]*

Cement Masons (Local 600)

*[Signature]*

Electricians (Local 11)

*[Signature]*

Elevator Constructors (Local 18)

*[Signature]*

Guniting Workers (Local 345)

*[Signature]*

Iron Workers (Reinforced – Local 416)

*[Signature]*

Iron Workers (Structural – Local 433)

*[Signature]*

Laborers (Local 300)

*[Signature]*

Laborers (Local 1309)

*[Signature]*

Laborers (Local 1184)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Painters & Allied Trades DC 36

*[Signature]*

Pipe Trades (Local 250)

*[Signature]*

Pipe Trades (Local 345)

*[Signature]*

Pipe Trades (Plumbers Local 78)

*[Signature]*

Pipe Trades (Plumbers/Fitters Local 761)

*[Signature]*

Pipe Trades (Plumbers/Fitters Local 709)

*[Signature]*

Plasterers (Local 200)

Plaster Tenders (Local 1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

**ATTACHMENT "A"**

**COMPANY LETTERHEAD**

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

<Name>

<Title>

<Division / Office>

City of Los Angeles Housing and Community Investment Department or

City of Los Angeles Office of the City Administrative Officer

City of Los Angeles Department of Public Works – Bureau of Contract Administration

<Address>

<City, State Zip>

SUBJECT: LETTER OF ASSENT      Project Title: \_\_\_\_\_

Dear Mr. xxxxxxx

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

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

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

Sincerely,

(Name of Construction Company)

By: \_\_\_\_\_

(Name and Title of Authorized Executive)

Contractor's State License No.: \_\_\_\_\_

cc:

## ATTACHMENT "B"

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

APPROVED

### DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol 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 Project Labor Agreement ("PLA").

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

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. 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 PLA, 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 this 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 this 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 Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

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

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

b. The testing shall be done by a laboratory approved by the 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 Multiplied Immunoassay Technique (EMZT). 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 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 or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

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

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable 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 exhibiting 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 applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's 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 job site drug testing on the Project under the following conditions:

- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
- b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;
- c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
- d. Testing shall be conducted by a 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 PLA.

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

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been

successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

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

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

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

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

# DRUG ABUSE PREVENTION AND DETECTION

## APPENDIX A

### CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA specified threshold

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

EMIT - Enzyme Immunoassay

CC/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.

# ATTACHMENT "C"

## CITY OF LOS ANGELES – PROPOSITION HHH REQUEST/VERIFICATION FOR CRAFT EMPLOYEES (INSERT NAME OF PROJECT)

**INSTRUCTIONS**

**To the Contractor:**

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

**To the Union:**

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

To:	Local	Fax# ( )	Date:
From – Company Name			
Person Sending:		Contact Phone: ( )	

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

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

SEE ATTACHED TIER 2 AND TIER 3 ZIP CODES

**10% "Transitional Worker" Requirement** (Union craft employees, including apprentices, who live in one of the Citywide zip codes listed in Attachment, and are certified to fulfill the "Transitional worker" hiring requirement).

**General Dispatch** (Union craft employees dispatched per normal dispatch procedures, not including the 30% Local or 10% Transitional Worker requirements)

Employee Name	Address	Zip Code

Craft Employees Requested						
Job/Craft Description	Journeyman / Apprenticeship Level	Number(s) Requested			Report Date	Report Time
		30% Local	10% Transitional	General Dispatch		

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

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

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

On-Site Tel.#: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Comments or special requirements:

**Union Use Only**  
(Fax the Completed Form Back to Contractor)

Reception Date:	Dispatch Date:	Received By:
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<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
30% Local	<input type="checkbox"/>	<input type="checkbox"/>
50% Local Apprentice	<input type="checkbox"/>	<input type="checkbox"/>
10% Transitional	<input type="checkbox"/>	<input type="checkbox"/>
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>

Comments:



## ATTACHMENT "D"

### Proposition HHH-PLA Construction Trade Unions Contact Numbers

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

3833 Ebony St.  
Ontario, CA. 91761  
Tel: (909) 390-3401  
Fax: (909) 390-3405

#### **Boilermakers (Local 92)**

2260 S. Riverside Avenue  
Bloomington, CA 92316  
Tel: (909) 877-9382  
Fax: (909) 877-8318

#### **Bricklayers & Allied Craftworkers (Loc. 4)**

11818 Clark St., Suite A  
Arcadia, CA 91706  
Tel: (626) 739-5600  
Fax: (626) 739-5610

#### **Drywall Finishers Local 1136**

Corporate Center Drive  
Monterey Park, CA 91754  
Tel: (626) 296-8003  
Fax: (626) 296-8076

#### **Electricians (Local 11)**

297 N. Marengo Avenue  
Pasadena, CA 91101  
Tel: (626) 243-9700  
Fax: (626) 793-9743

#### **Elevator Constructors (Local 18)**

100 S. Mentor Avenue  
Pasadena, CA 91106  
Tel: (626) 449-1869  
Fax: (626) 577-1055

#### **Operating Engineers (Local 12)**

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

#### **Glaziers (Local 636)**

1155 Corporate Center Dr.  
Monterey Park, CA 91754  
Tel: (626) 448-1565  
Fax: (626) 797-8395

#### **Gunitite Workers (Local 345)**

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

#### **Iron Workers (Reinforced – Local 416)**

13830 San Antonio Dr.  
Norwalk, CA 90650  
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 1309**

3971 Pixie Ave.  
Lakewood, CA 90712  
Tel: (562) 421-9346  
Fax: (562) 421-5964

#### **Laborers Local 300**

2005 W. Pico Blvd.  
Los Angeles, CA 90006  
Tel: (213) 385-3550  
Fax: (213) 385-6985

#### **Laborers Local 1184**

1128 La Cadena Dr.  
Riverside, CA 92507  
Tel: (951) 684-1484  
Fax: (951) 779-1445

**Painters & Allied Trades DC 36**

1155 Corporate Center Drive  
Monterey Park, CA 91754  
Tel: (626) 584-9925  
Fax: (626) 584-1949

**Plaster Tenders**

1055 W. Second Street  
Pomona, CA  
Tel.: (909) 622-8500  
Fax: (909) 623-5244

**Plumbers (Local 78)**

1111 West James Wood Boulevard  
Los Angeles, CA 90015  
(213) 688-9090  
(213) 627-4624

**Plumbers (Local 761)**

1305 N. Niagara St.  
Burbank, CA 91505  
(818) 843-8670  
(818) 843-5209

**Pipe Trades (Local 250)**

*Steamfitters/Air Conditioning/  
Refrigeration / Industrial Pipefitters*  
18355 S. Figueroa St.  
Gardena, CA 90248  
*Steamfitters:* Tel: (310) 660-0035  
Fax: (310) 329-2465  
*AC/Refrig.* Tel: (310) 660-0045  
FAX: (310) 329-2465

**Pipe Trades (Local 345)**

*Landscape, Irrigation, Underground &  
Specialty Piping*  
1430 Huntington Dr.  
Duarte, CA 91010  
Tel: (626) 357-9345  
Fax: (626) 359-0359

**Pipe Trades (Sprinkler Fitters – Local 709)**

12140 Rivera Road  
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

**Cement Masons #500**

1012 E. Cooley Dr., Suite A  
Colton, CA 92324  
Tel.: (714) 554-0730  
Fax: (714) 265-0780

**Cement Masons #600**

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

**Resilient Floor & Dec. Cov. (Local 1247)**

1155 Corporate Center Dr.  
Monterey Park, CA 91754  
Tel: (626) 296-8058  
Fax: (626) 296-8048

**Roofers & Waterproofers (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

**Southwest Regional Council of  
Carpenters**

533 S. Freemont Avenue, 10<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 385-1457  
Fax: (213) 385-3759

**Teamsters (Local 986)**

1198 Durfee Avenue  
So. El Monte, CA 91733  
Tel: (626) 350-9860  
Fax: (626) 448-0986

**Tradeshow and Sign Crafts**

1155 Corporate Center Drive  
Monterey Park, CA 91754  
Tel: (626) 296-8086  
Fax: (626) 584-1949