



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti	<i>Mayor, City of Los Angeles</i>				
Board of Harbor Commissioners	Ambassador Vilma S. Martínez <i>President</i>	David Arian <i>Vice President</i>	Lucia Moreno-Linares	Anthony Pirozzi, Jr.	Edward R. Renwick
Eugene D. Seroka	<i>Executive Director</i>				

December 11, 2017

Labor Relations Division  
Office of the City Attorney  
200 N. Main St. Room 800  
Los Angeles, CA. 90012

ATTN: Mr. Hugo Rossitter

SUBJECT: RESOLUTION NO. 17-8164 – APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING TRADES

At its meeting held December 5, 2017, the Los Angeles City Council approved Agreement No. 17-3526, regarding the above subject.

Enclosed is an executed original of Agreement No. 17-3526 for your files.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES  
Commission Secretary



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Eric Garcetti	<i>Mayor, City of Los Angeles</i>				
Board of Harbor Commissioners	Ambassador Vilma S. Martinez <i>President</i>	David Arian <i>Vice President</i>	Lucia Moreno-Linares	Anthony Pirozzi, Jr.	Edward R. Renwick
Eugene D. Seroka	<i>Executive Director</i>				

December 11, 2017

LA/OC Building Trades Council  
1626 Beverly Blvd.  
Los Angeles, CA. 90026

ATTN: Mr. Ron Miller

SUBJECT: RESOLUTION NO. 17-8164 – APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING TRADES

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Enclosed is an executed original of Agreement No. 17-3526 for your files.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES  
Commission Secretary

RECOMMENDATION APPROVED;  
RESOLUTION NO. 17-8164 ADOPTED; AND  
AGREEMENT NO. 17-3526 APPROVED  
BY THE BOARD OF HARBOR COMMISSIONERS



**THE PORT**  
OF LOS ANGELES  
Executive Director's  
Report to the

Board of Harbor Commissioners

September 7, 2017

AMBER M. KLESGES  
Board Secretary

9-7-17  
11

**DATE:** AUGUST 29, 2017

**FROM:** EXECUTIVE OFFICE

**SUBJECT:** RESOLUTION NO. 17-8164  
APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT  
PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY  
OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING  
TRADES

**SUMMARY:**

The City of Los Angeles Harbor Department (Harbor Department) has negotiated a ten year Port-wide Project Labor Agreement (POLA-PLA) with the building trade unions affiliated with the Los Angeles/Orange Counties Building and Construction Trade Council (Building Trades). The POLA-PLA will serve as a blanket agreement between the Harbor Department and the Building Trades hired to work on selected Capital Improvement Program (CIP) projects for a term of ten years. The POLA-PLA seeks to address unemployment and underemployment in concentrated poverty neighborhoods, particularly near the Port of Los Angeles (POLA), and seeks to advance the skills of the local labor pool. To this end, the POLA-PLA requires a hiring minimum of local resident workers and transitional workers.

The Harbor Department has previously authorized Project Labor Agreements (PLAs) for selected large and complex construction projects, as well as a five year Port-wide agreement that was implemented on May 16, 2011. A PLA is a single pre-hire labor contract between a construction owner, contractor, and the Building Trades which sets wages and work rules. The implementation of a ten year POLA-PLA allows the Harbor Department to take advantage of the benefits of a PLA while saving valuable negotiation time by increasing the term of the agreement to 10 years. The POLA-PLA will apply to a predetermined list of construction projects.

DATE: AUGUST 29, 2017

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SUBJECT: APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT  
PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY  
OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING  
TRADES

**RECOMMENDATION:**

It is recommended that the Board of Harbor Commissioners (Board):

1. Find that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) under Article II, Section 2(f), of the Los Angeles City CEQA Guidelines;
2. Approve the Harbor Department 2017-2027 Project Labor Agreement;
3. Direct the Board Secretary to transmit to the Los Angeles City Council for approval the 2017-2027 Project Labor Agreement pursuant to Section 373 of the City Charter;
4. Authorize the Executive Director to execute the Harbor Department 2017-2027 Project Labor Agreement upon approval by City Council; and
5. Adopt Resolution No. 17-8164.

**DISCUSSION:**

Background / Context – The purpose of a POLA-PLA is to promote efficiency of construction operations and provide for orderly settlement of labor disputes and grievance without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the project, and elimination of construction labor-related disruptions to Port operations.

In recent years the Los Angeles City Council (Council) has made several efforts to reinvest the City's dollars back into its own neighborhoods, either through direct hiring of its residents, or the direct contracting and/or procurement through local businesses. It is the Harbor Department's desire to similarly provide local residents with employment and apprenticeship opportunities on our construction projects.

Historically, the Harbor Department would authorize PLAs for selected large and complex construction projects. On March 17, 2011, the Board approved the previous five year POLA-PLA agreement, and on May 11, 2011 the Council adopted the actions under Project Labor Agreement No. 11-2955. The creation of the five year POLA-PLA increased efficiency by eliminating the need to negotiate and approve separate project labor agreements at the onset of each applicable project. The proposed ten year POLA-PLA will perform the same function but will further increase efficiency by increasing the duration to ten years.

**SUBJECT: APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT  
PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY  
OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING  
TRADES**

The Harbor Department has been working with staff from the Department of Public Works (Public Works) and the City Attorney to negotiate the POLA-PLA and associated Construction Careers Policy (Policy). The negotiating team reached a tentative agreement with the Building Trades on May 11, 2017 resulting in the POLA-PLA being presented herein for approval (Transmittal 1).

POLA-PLA Provisions – A PLA is a single pre-hire labor contract between a construction owner, contractor, and the Building Trades, which sets wages and work rules for all Building Trades in a specific project. Utilizing the POLA-PLA will allow the Harbor Department to take advantage of all the benefits of a PLA while saving valuable negotiation time by having the agreement apply to a predetermined list of construction projects. Provisions of the POLA-PLA include a no-strike/no-lockout clause, standardized work rules for all covered trades, a uniform dispute resolution mechanism, a training and apprenticeship program, and a requirement for all contractors working on the project to pay prevailing wages and benefits and hire most labor through local union hiring halls. Though the project list for the POLA-PLA is predetermined, the Board will have opportunities to add projects to the list, if desired. Provisions of the POLA-PLA include the following:

Project Delivery

- Parties to the POLA-PLA are required to constantly maintain a safe and productive work site, free from discrimination and any form of labor action that may delay the project and/or further impact the public right of way.
- The agreement contains comprehensive no strike, no work slowdown, and standardized dispute resolution language prior to impacting either the construction project or ongoing Port operations.
- The agreement addresses maintaining a referral system which ensures a continuous source of skilled workers.
- The agreement preserves the opportunity for contractors to utilize key members of their staff through a Core Work Force provision.

Local and Transitional Worker Participation

- At least 30% of total work hours shall be performed by Local Residents residing within the targeted areas of the City using a two-tier approach. The first tier includes residents within approximately 10 miles of the Port, and the second tier includes residents of high-unemployment zip codes throughout the remainder of the City of Los Angeles (Transmittal 2).
- At least 10% of total work hours shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip codes. The hours may be applied towards the 30% Local Residents targeted hiring percentage.

**SUBJECT: APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT  
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TRADES**

Transitional Workers include those local residents who have 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; or,
- 2) is an individual facing two or more of the following barriers to employment: having a household income less than 50% of the Los Angeles County 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, in a state approved program, with less than 15% of the apprenticeship hours required to graduate to journey level.

Apprenticeship Participation

- At least 20% of total work hours will be performed by apprentices.
- Residents in the targeted areas of the City (Tier 1 and Tier 2) will perform 50% of all apprenticeship hours worked on the Project.

Workforce Referral and Development

- The Building Trades 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 joint labor/management apprenticeship programs.
- The Building Trades will work cooperatively with the City, the contractor's Jobs Coordinator, Work Source Centers, and other non-profit entities, to identify or establish and maintain effective programs and procedures for persons interested in entering the construction industry.
- The Building Trades shall track retention of apprentices hired through this program so long as those Apprentices participate in a joint labor/management apprenticeship program.
- The Building Trades will submit quarterly report to the BCA on the retention and graduation of the participants.
- The Parties agree to support the development and graduation of local and/or transitional workers and apprentices that reside within the targeted areas.

**SUBJECT: APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT  
PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY  
OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING  
TRADES**

Term

- The POLA-PLA will commence upon execution by all Parties and continue in full force and effect from the date of execution for a period not to exceed ten years.
- Upon request by either Party, or by mutual consent, the Parties will meet to discuss the application of and their experience with the POLA-PLA. As a result of such meeting(s), the Parties may, but shall not be obligated to, mutually agree to such amendments or modification of the POLA-PLA.

Parameters

- Covered Projects come from the Harbor Department's ten-year Capital Improvement Program (CIP) and are identified in the POLA-PLA.
- Any covered Project awarded during the term of this POLA-PLA shall continue to be covered until completion of the Project, notwithstanding the expiration date of the POLA-PLA.

**ENVIRONMENTAL ASSESSMENT:**

The proposed action is approval of the POLA-PLA. As an administrative activity, the Director of Environmental Management has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines.

**FINANCIAL IMPACT:**

Currently, Harbor Department Construction Division staff (Staff) works with the BCA to administer the POLA-PLA and the Policy. The salary including benefits, for the Staff is approximately \$212,000 per year. Because existing Staff will be used to administer the POLA-PLA and Policy, no additional funding for this position is needed.

The Harbor Department is presently paying BCA approximately \$250,000 for the administration of the Harbor Department's current POLA-PLA and Policy. However, because of the local hire and apprenticeship requirements associated with the number of projects that will qualify under the proposed POLA-PLA, additional support from the BCA and/or consultant services may be necessary to properly and effectively implement, monitor, and report on the targeted hiring percentages for local residents, apprentices, and transitional workers. Should the Harbor Department require additional staffing through BCA and/or consultant services discussed above combined with the current staff positions, the potential annual costs to support the POLA-PLA will range from \$350,000 to \$500,000 per fiscal year.

DATE: AUGUST 29, 2017

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SUBJECT: APPROVAL OF CITY OF LOS ANGELES HARBOR DEPARTMENT  
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OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING  
TRADES

**CITY ATTORNEY:**

The Office of the City Attorney has prepared the POLA-PLA and approved it as to form and legality.

**TRANSMITTALS:**

1. POLA Project Labor Agreement
2. Tier 1 and Tier 2 Zip Code Map

FIS Approval: MB (initials)

CA Approval: JML (initials)



ANTONIO V. GIOIELLO, P.E.  
Deputy Executive Director

**APPROVED:**



EUGENE D. SEROKA  
Executive Director

Author: Marlys White  
MW:lh  
POLAPLABO1

HOLLY L. WOLCOTT  
CITY CLERK

SHANNON D. HOPPE  
EXECUTIVE OFFICER

City of Los Angeles  
CALIFORNIA



ERIC GARCETTI  
MAYOR

OFFICE OF THE  
CITY CLERK

**Council and Public Services Division**

200 N. SPRING STREET, ROOM 395  
LOS ANGELES, CA 90012  
GENERAL INFORMATION - (213) 978-1133  
FAX: (213) 978-1040

BRIAN E. WALTERS  
DIVISION CHIEF

[CLERK.LACITY.ORG](http://CLERK.LACITY.ORG)

When making inquiries relative to  
this matter, please refer to the  
Council File No.: [17-1299](#)

## OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

December 6, 2017

**Council File No.:** [17-1299](#)

**Council Meeting Date:** December 05, 2017

**Agenda Item No.:** 9

**Agenda Description:** ADMINISTRATIVE EXEMPTION and TRADE, TRAVEL, AND TOURISM COMMITTEE REPORT relative to the Project Labor Agreement between the Harbor Department and the Los Angeles / Orange Counties Building and Construction Trade Council.

**Council Action:** TRADE, TRAVEL, AND TOURISM COMMITTEE REPORT - ADOPTED

<b>Council Vote:</b>	YES	BOB BLUMENFIELD
	YES	MIKE BONIN
	YES	JOE BUSCAINO
	ABSENT	GILBERT A. CEDILLO
	YES	MITCHELL ENGLANDER
	YES	MARQUEECE HARRIS-DAWSON
	YES	JOSE HUIZAR
	YES	PAUL KORETZ
	YES	PAUL KREKORIAN
	ABSENT	NURY MARTINEZ
	YES	MITCH O'FARRELL
	YES	CURREN D. PRICE
	ABSENT	MONICA RODRIGUEZ
	YES	DAVID RYU
	ABSENT	HERB WESSON

HOLLY L. WOLCOTT  
CITY CLERK



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT www.portoflosangeles.org

Eric Garcetti Mayor, City of Los Angeles  
Board of Harbor Commissioners Ambassador Vilma S. Martinez David Arian Lucia Moreno-Linares Anthony Pirozzi, Jr. Edward R. Renwick  
Eugene D. Seroka Executive Director Vice President

November 15, 2017

Honorable Members of the  
City Council of the  
City of Los Angeles

CD No. 15

Attention: Mr. John White, City Clerk's Office

SUBJECT: RESOLUTION NO. 17-8164 – PROPOSED CITY OF LOS ANGELES HARBOR DEPARTMENT PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND THE BUILDING TRADES

Pursuant to Section 373 of the City Charter, enclosed for your approval is Resolution No. 17-8164 authorizing proposed Agreement No. 17-3526 between the City of Los Angeles Harbor Department and Los Angeles/Orange Counties Building and Construction Trade Council (Building Trades); which was approved at the September 7, 2017 meeting of the Board of Harbor Commissioners. A Project Labor Agreement is a single pre-hire labor contract between a construction owner, contractor, and the Building Trades which sets wages and work rules. The proposed Port-wide Project Labor Agreement (POLA-PLA) will serve as a blanket agreement between the Harbor Department and the hired Building Trades to work on selected capital improvement program projects for a term of ten-years. There is no impact to the General Fund.

RECOMMENDATION FOR CITY COUNCIL:

1. ADOPT the determination by the Board of Harbor Commissioners (Board) that the proposed action is administratively exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with Article II, Section 2(f) of the Los Angeles City CEQA Guidelines;
2. APPROVE Harbor Department Resolution No. 17-8164 authorizing proposed Agreement No. 17-3526 between the City of Los Angeles Harbor Department and Los Angeles/Orange Counties Building and Construction Trade Council; and
3. Return to the Board of Harbor Commissioners for further processing.

Respectfully Submitted,

AMBER M. KLESGES  
Commission Secretary

cc: Trade, Travel & Tourism Committee  
Councilman Buscaino  
Councilman Bonin  
Councilman Krekorian  
Mandy Morales, Mayor's Office

Erick Martell, Harbor Representative  
Alvin Newman, CAO  
Dennis Gleason, CD15  
Mandana Khatibshahidi, CLA

CITY OF LOS ANGELES

INTER-DEPARTMENTAL CORRESPONDENCE

DATE: September 14, 2017

TO: The Honorable Eric Garcetti, Mayor  
City of Los Angeles

FROM: Amber M. Klesges, Commission Secretary  
Harbor Department / Mail Stop 260

SUBJECT: **CHARTER SECTION 373** – PROPOSED CITY OF LOS ANGELES  
HARBOR DEPARTMENT PORT-WIDE PROJECT LABOR AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT AND  
THE BUILDING TRADES

In accordance with Executive Directive No. 4, attached for your review is Resolution No. 17-8164 authorizing approval of Agreement No. 17-3526 between the City of Los Angeles Harbor Department and Los Angeles/Orange Counties Building and Construction Trade Council, which was approved by the Board of Harbor Commissioners on September 7, 2017.

It is respectfully recommended for the City Administrative Office to review, report, and return to the Harbor Department for further processing to City Council for final consideration.

Please feel free to contact me for any inquiries regarding the transmitted documents at (310) 732-2642 or [aklesges@portla.org](mailto:aklesges@portla.org)

cc: Mandy Morales, Mayor's Office (3 encs.)  
David Reich, Mayor's Office  
Erick Martell, Harbor Representative  
City Attorney


0150-11017-0000

**TRANSMITTAL**

TO Eugene D. Seroka, Executive Director Harbor Department	DATE <b>NOV 01 2017</b>	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT 15	

**PROPOSED PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN  
THE HARBOR DEPARTMENT AND THE BUILDING TRADES**

Transmitted for further processing and Council consideration.  
See the City Administrative Officer report attached.

  
Ana Guerrero

MAYOR

RHL:ABN:10180030t

REPORT FROM

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

---

Date: October 30, 2017

CAO File No. 0150-11017-0000

Council File No.

Council District: 15

To: The Mayor

From: Richard H. Llewellyn, Jr., Interim City Administrative Officer *DLH*

Reference: Correspondence from the Harbor Department dated September 14, 2017; referred by the Mayor for report dated September 20, 2017

Subject: **PROPOSED PORT-WIDE PROJECT LABOR AGREEMENT BETWEEN THE HARBOR DEPARTMENT AND THE BUILDING TRADES**

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### RECOMMENDATIONS

That the Mayor:

1. Approve Harbor Department (Port) Resolution No. 17-8164 authorizing proposed Agreement No. 17-3526 with the Los Angeles/Orange Counties Building and Construction Trade Council for a Port-wide Project Labor Agreement; and,
2. Return the document to the Port for further processing, including Council consideration.

### SUMMARY

The Harbor Department (Port) Board of Harbor Commissioners (Board) requests approval of Resolution 17-8164 to authorize proposed Agreement No. 17-3526 with the Los Angeles/Orange Counties Building and Construction Trade Council (Building Trades) to continue a Port of Los Angeles (POLA) Project Labor Agreement (PLA) for 10 years. The purpose of the POLA-PLA was to serve as a blanket agreement to hire and expand personnel in Building Trades to work on projects identified in POLA's 10-year Capital Improvement Program (CIP). In 2011, the Port negotiated a Port-wide PLA with the building trade unions for selected large and complex construction projects for five years. The POLA-PLA allowed the Port to take advantage of the benefits of a PLA and save valuable negotiation time by having the five-year agreement apply to a predetermined list of construction projects. The Port states that the proposed POLA-PLA will perform the same function and increase the term of the agreement to ten years. Attached is an overview of the POLA-PLA proposed provisions.

The PLA is a single pre-hire labor contract between a construction owner, contractor and the Building Trades which sets wages and work rules on specific CIP projects. The POLA-PLA provides for orderly settlements of labor disputes and grievances without strikes, lockouts or slowdowns which assure the efficient and timely completion of the approved CIP construction projects. All contractors are required to pay prevailing wage rates, fringe benefits, and adhere to an agreement which formally binds them to requirements and conditions of the POLA-PLA.

Building Trades pledge to exert their best efforts to identify, recruit and assist individuals, particularly local residents and transitional workers, to become qualified and eligible for apprenticeship programs in the POLA-PLA. The POLA-PLA will continue to use Building Trades to promote the hiring of unemployed and under-employed workers and assist in advancing the skills and employability of local residents and transitional workers in the City who are interested in entering areas of construction work. These potential workers include persons from concentrated poverty neighborhoods in the City, particularly local residents who reside near the POLA. Transitional workers can include those City and local residents who meet the following criteria: veterans; homeless, documented history of involvement with the criminal justice system; receiving public assistance; single custodial parent; long-term unemployed; emancipated from the foster care system; and, other criteria identified in the agreement. The POLA-PLA is the effort by the City and Port to initiate a means to reinvest dollars into their own neighborhoods through direct hiring of residents, offering apprenticeships, and direct contracting and procurement through local businesses. The criteria for local and transitional worker participation will include a two-tier approach, as follows:

- Local residents must include a minimum of 30% of total work hours within the targeted areas:
  - 1<sup>st</sup> tier: residents within about 10 miles of the Port;
  - 2<sup>nd</sup> tier: residents of high-unemployment zip codes in the balance of the City;
- Transitional Workers must include a minimum of 10% of total work hours within Tier 1 or Tier 2 zip codes. Prescribed hours may be applied towards the 30% local resident hiring target.

## **BACKGROUND**

In 2010, the Council approved a Department of Public Works (Public Works) PLA to address unemployment and under-employment in certain City communities (C.F. 09-0963). In 2011, the Port worked with staff from the Public Works and City Attorney to develop a POLA-PLA and an associated Construction Careers Policy (Policy) patterned after the Public Works-PLA. The Policy determined the stakeholder roles and responsibilities and included an enforcement section for non-compliance with the POLA-PLA. In 2011, the Port's staff negotiated the parameters of the PLA with the various Building and Construction Trade Unions and reached an agreement that resulted in a POLA-PLA for five-year contract term.

## **CITY COMPLIANCE ISSUES**

The Office of the City Attorney has prepared the POLA-PLA and approved it as to form and legality. The proposed Agreement for a ten-year term is in compliance with all applicable provisions of the City Ordinances and contracting requirements. The requirements include: Equal Benefits; City Living and Service Contract Worker Retention Ordinances; insurance coverages; and Minority, Women, Very/Small Business, and all other Business Enterprises (MBE/WBE/VSBE/SBE/OBE) compliances. The Port Director of Environmental Management has determined that the proposed action is exempt from the applicable requirements of the California Environmental Quality Act (CEQA) and the Los Angeles City CEQA Guidelines. All employees covered by this Agreement will comply and be classified in accordance with the negotiated and agreed upon provisions of the POLA-PLA.

## **FISCAL IMPACT STATEMENT**

Approval of the proposed Agreement between the Harbor Department (Port) and the Los Angeles/Orange Counties Building and Construction Trade Council (Building Trades) will continue the Port of Los Angeles (POLA)-Project Labor Agreement (PLA) for a ten-year term. The previous POLA-PLA was approved for five years. The existing Port's Construction Division staff will work with the Building Trades to administer the POLA-PLA on the Port-approved Capital Improvement Program (CIP) projects within the POLA at a salary and benefit amount of approximately \$212,000 per year. The Port is paying the Public Works' Bureau of Contract Administration approximately \$250,000 to assist in the administration of the POLA-PLA. The Port may need to provide additional funding support because of the local hire and apprenticeship requirements and potential increase in CIP projects in the proposed POLA-PLA. If the Port and Building Trades require additional staff and consultant services, the estimated annual costs to support the POLA-PLA could range from \$350,000 to \$500,000 per fiscal year.

*RHL:ABN:10180030*

Attachment

Harbor Department  
Agreement 17-3520  
City of Los Angeles

**CITY OF LOS ANGELES**  
**Harbor Department**



2017-2027



**Project Labor Agreement (PLA)**

**WITH**

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

PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES HARBOR DEPARTMENT

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Attachment "A" - Letter of Assent

Attachment "B" – Los Angeles/Orange Counties Building and Construction Trades Council Approved  
Drug and Alcohol Testing Policy

Attachment "C" - Craft Request Form

Attachment "D" - Trade Union Contact Numbers

Attachment "E" – Five-Year Capital Improvement Program ("CIP") Project List

**PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES**

**HARBOR DEPARTMENT**

**INTRODUCTION AND FINDINGS**

The purpose of this Project Labor Agreement (“Agreement”) is to promote efficiency of construction operations during the construction of various projects within the Harbor Department’s Capital Improvement Program (CIP) and provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of these Projects.

WHEREAS, the Port of Los Angeles is among the world’s premier ports and is a critical hub for global trade; and

WHEREAS, the Port of Los Angeles is the nation’s busiest container port, and the Port’s 7,500 acres, 43 miles of waterfront, 270 berths and 26 cargo terminals represent a critical segment of the U.S. trade infrastructure and the global supply chain; and

WHEREAS, in addition to containerized cargo, the Port’s diverse maritime operations handle bulk products, scrap metal, steel, and cruise passengers, with regularly scheduled vessel calls increasing the need for more terminal acreage and more efficient operations, as well as transforming the Port into a model environmental-friendly gateway through the implementation of the San Pedro Bay Ports Clean Air Action Plan; and

WHEREAS, the Harbor Department is responsible for construction, renovation, maintenance and operation of the facilities and infrastructure of the Port of Los Angeles, including capital improvement projects throughout the Port; and

WHEREAS, the safe, timely and successful completion of these projects with a trained workforce is of utmost importance to the Harbor Department and the general public in the City; and

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

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

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

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

WHEREAS, the Contractor/Subcontractor/Employer(s) (C/S/E) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on these Projects 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 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, this Agreement is not intended to have an adverse impact on the policy of the City to maximize business opportunities for minority, women and other business enterprises in City contracts; and

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

WHEREAS, the Harbor Department has adopted a departmental 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 Area as determined by the U.S. Census Bureau; and

WHEREAS, the contracts for the construction of Projects will be awarded in accordance with the applicable provisions of the Harbor Department's Administrative Policies and Procedures; and

WHEREAS, the Parties signatory to this Agreement pledge to work towards a mutually satisfactory completion of Projects;

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

## **ARTICLE I**

### **DEFINITIONS**

**1.1** "Agreement" means this Project Labor Agreement and its applicability to all Projects.

**1.2** "Apprentice" means 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** "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, approved by the US DOL and California DAS.

**1.4** "Awarding Authority" means the City of Los Angeles, acting by and through the Board of Harbor Commissioners, or any employee or officer of the Board that is authorized to award or enter into any contract on behalf of the Board.

**1.5** "Board" means the Los Angeles Board of Harbor Commissioners.

**1.6** "Bureau of Contract Administration" (BCA) means the designated bureau within the City's Department of Public Works which may provide support services to the Harbor Department in administering this Agreement.

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

**1.8** "Committee" means the Joint Administrative Committee as described in Article XII of this Agreement.

**1.9** "Construction contract" means a City contract which has been awarded by the Board, and is necessary to complete the Harbor Department Project.

**1.10** "Contractor/Subcontractor/Employer(s)" (C/S/E) means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the Harbor Department or any of its contractors or subcontractors/owner operators

of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Board and which incorporate this Agreement.

**1.11** “Core Worker” means a verifiable member of a 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 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.

**1.12** “Covered Project(s)” or “Project” means a project or projects which have been included within the Ten-Year Capital Improvement Program (“CIP”) Project List and covered by this Agreement or so designated by the Board. The Board may identify additional projects that are appropriate for coverage by the Agreement for inclusion under the CIP and include such projects by Board Resolution. The Board shall request an annual review of the Harbor Department Capital Improvement Program to identify any new projects appropriate for inclusion with in the CIP.

**1.13** “Department” means the Harbor Department of the City of Los Angeles.

**1.14** “Employment Hiring Plan” (EHP) means a C/S/E’s detailed hiring plan as described in BCA’s Targeted Hiring Guidelines for Contractors and the Policy or other applicable Department policy.

**1.15** “Engineer” means the Chief Harbor Engineer of the City of Los Angeles Harbor Department, Construction Division, or its authorized representative.

**1.16** “FHWA Project” means a Harbor Department Project that is funded in whole or in part by the Federal Highway Administration (FHWA).

**1.17** “Ten year (10) Capital Improvement Program (“CIP”) Project List” means the list of Harbor Department projects included as Attachment E hereto that will operate under

the Harbor Department PLA, as well as other projects that may be added in the sole discretion of the Department.

**1.18** “Jobs Coordinator” means the Prime Contractor’s designated person, agent or agency that will facilitate the local hire referral process with the C/S/E, Unions and other referral organization, as described in the Construction Careers Policy. The Jobs Coordinator must be able to demonstrate or document to the Department or its designee that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.

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

**1.20** “Letter of Assent” means the document that each C/S/E (of any tier) must sign and submit to the Engineer or designated administrator, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement and Policy.

**1.21** “Local Resident” means an individual whose primary residence is within the Tier 1 or 2 zip code areas.

**1.22** “Long-Term Unemployment” as defined by the Bureau of Labor Statistics means being jobless for 21 weeks or more, or as defined.

**1.23** “Plan” means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as referenced in Article XIV of this Agreement.

**1.24** “Policy” means the Harbor Department Construction Careers Policy.

**1.25** “Subscription Agreement” means 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 in accordance with the terms of the contract.

**1.26** “Targeted Hiring Guidelines for Contractors” means the document provided by the Department to assist C/S/E’s in implementing the targeted hiring procedures.

**1.27** “Tier 1” means the zip codes identified in Article 7.4 of the PLA, which fall within an approximate ten mile radius of the Port and in which the rate of unemployment is in excess of 105% of the County of Los Angeles’ unemployment rate at the time of application and/or are within the area of Port-related operations and activity and/or are within the area of Port-related operations and activity.

**1.28** “Tier 2” means the zip codes within the City, identified in Article 7.5 of this Agreement, that includes at least 2 census tracts (or a portion thereof) in which the median annual household income is less than \$62,627 per and/or where the rate of unemployment is in excess of 100% of the County of Los Angeles’ unemployment rate at the time of application.

**1.29** “Transitional Worker” means any individual whose primary place of residence is within a Tier 1 or Tier 2 zip code of 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; or,

(2) is an individual facing two or more of the following barriers to employment: having a household income less than 50% of the Los Angeles County 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, in a program

described in Section 1.3 above, with less than 15% of the apprenticeship hours required to graduate to journey level.

(3) If the Jobs Coordinator or Employer is not able to identify anyone using criteria (1), criteria (2) may be used.

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

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

**2.1** Parties: The Agreement shall apply and is limited to all C/S/Es performing construction on a Harbor Department Project, the Board, and the Unions (signatory Unions or otherwise).

**2.2** Project Description: The Agreement shall apply to all CIP construction contracts awarded by the Board. The Board has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. Should the Board remove any contract from the Project and thereafter authorize that construction work be commenced on the contract, the contract may, at the discretion of the Board, be performed under the terms of the Agreement.

**2.3** Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory

Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this 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 may be provided under 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 and all other national, area, or local collective bargaining agreements (Schedule A 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 Article 13.1. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any

Schedule A Agreement for determining the wages, hours of working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

**2.4 Exclusions:**

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

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

(3) This Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related or not to Projects.

(4) This Agreement shall not apply to a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by Schedule A collective bargaining agreements), 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 or material testing performed by or on behalf of the Department. 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 Department may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The Department 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 this Agreement are available.

(6) This Agreement shall not apply to material suppliers or delivery by any means of material, supplies, or equipment required to any point of delivery.

(7) This Agreement shall not apply to City employees.

(8) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project, provided such entities do not perform craft employee construction work on the Project 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) This Agreement shall not apply to Harbor Department construction contracts or Projects, if the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.

(10) FHWA Projects: All provisions of this Agreement shall apply to the 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 Harbor Department and/or the C/S/Es, as appropriate, have the absolute right to award contracts on this 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 and the Board agree to be bound by each and all of the provisions of the Agreement.

**3.2** By accepting the award of a construction contract for a Project, whether as a C/S/E, the 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 on the construction contract, 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.

(1) Approval of any C/S/E to perform work on the Project will be contingent upon the submittal of its Letter of Assent and its Employment Hiring Plan to the Chief Harbor Engineer and the Council.

**3.4** This Agreement shall only be binding on the signatory C/S/Es 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, Board 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 facility of the City because of a dispute on this Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by any C/S/E(s) covered by the 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 shall not sanction in any way any picket line or other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the

Unions who are employed on the Project will also do so themselves.

(4) The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site 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 Schedule A Agreements. 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 Schedule A Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved contractor, the 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 and the C/S/E shall return all such members back to work.

**4.2** Expiration of Local Agreements: If the Schedule A Agreement, or any local,

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

(1) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors 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 retroactive provisions: if a new Schedule A Agreement, local, regional or other applicable labor agreement for the industry having

application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected C/S/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/Es shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Board, nor the Board's designee, nor any other 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/Es 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/Es 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/Es will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever is the later date. If the C/S/E fails to timely select one of the above options, the C/S/E will be deemed to have selected paragraphs 4.2(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 this Article IV is alleged to have occurred:

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

1. Joseph Gentile
2. 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

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor 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 by telephone and by facsimile or telegram of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Trades Council shall be sufficient to constitute notice to the Unions for purposes of the arbitration being heard by the Arbitrator. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. 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 4.3 (4) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

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

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

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

## ARTICLE V

### NO DISCRIMINATION

5.1 The C/S/Es 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 comprising the respective sole bargaining representatives 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 and working dues.

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## 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 residing in the Tier 1 or 2 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 his or her 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 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 meets the required definition of 1.11 above. 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 the Project, each such C/S/E shall provide a list of its core employees to the Department 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 this Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such 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 employees who were not working under the terms of a Schedule A Agreement at the time of their transfer to the work covered under this Agreement and is not intended to limit transfer provisions of the Schedule A Agreements of any Union.

**7.2** C/S/Es 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 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 the Targeted Hiring Guidelines for Contractors and the Policy.

(1) The C/S/E's 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, such as those listed in the Targeted Hiring Guidelines for Contractors, to assist them in satisfying the requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

(2) The C/S/E shall inform the Unions, Job Coordinator and the BCA 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, 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 prior to 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 and the Port's impact zone will be impacted by the construction of the Project, the Parties agree to support the development and graduation of transitional construction apprentices and workers from residents within Tiers 1 or 2 zip code areas. Towards that end, the Unions agree to encourage and provide referrals and utilization of qualified workers residing preferably within the Tier 1 zip code areas identified in the following:

**Tier 1 Zip Codes**

90001	90222	90501	90732	90804
90002	90242	90502	90744	90805
90003	90247	90503	90745	90806
90044	90249	90505	90746	90807
90059	90255	90710	90748	90808
90061	90262	90717	90755	90810
90220	90280	90723	90802	90813
90221	90303	90731	90803	90815

**7.5** When 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 zip code areas 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 remaining zip code areas of the City:

**Tier 2 Zip Codes**

90004	90023	90045	91042	91364
90005	90024	90046	91302	91367
90006	90026	90007	91303	91401
90007	90027	90048	91304	91402

90008	90028	90049	91306	91403
90010	90029	90057	91324	91405
	90031	90058	91325	91406
90012	90033	90062		91411
90013	90034	90063	91331	91423
90014	90035	90065	91335	91505
90015	90036	90066	91340	91601
90016	90037	90068	91342	91602
90017	90038	90071	91343	91604
		90073	91344	91605
90019		90089	91345	91606
90020	90042		91352	91607
90021	90043	91040	91356	

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.

**7.6** 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 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 expand to the Tier 2 as described in Article 7.5 of this Agreement.

(b) At least 10% of total work hours shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 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) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeymen established by the applicable craft union's DAS approved apprenticeship standards. The Parties agree that residents in the Tier 1 or 2 zip code areas will perform 50% of all apprenticeship hours worked on the Project.

An apprentice who begins his/her period of apprenticeship as a resident in the Tier 1 or 2 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 BCA the necessary identifying information to enable the tracking of such apprentices, if requested by BCA.

(d) The C/S/Es shall document their compliance efforts through the utilization of the Craft Request Form, hiring hall procedures, the resources of organizations listed in BCA's Targeted Hiring Guidelines for Contractors, Jobs Coordinator or any other organization/agency that can assist the C/S/E in meeting this requirement. The provisions to address the non-attainment of the targeted hiring participation and/or apprenticeship hiring participation levels on a Project are addressed in the Policy.

(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 FHWA projects in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

**7.7** The Transitional Workers, as also defined also in Section 1.29, above, may be referred to the Unions from the Jobs Coordinator qualified to perform construction jobs coordination and related services. The Jobs Coordinator 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:

- 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 ;  
Receiving public assistance;  
Lacking a GED or high school diploma;  
Being an apprentice with less than 15% of the apprenticeship hours
- c. required to graduate to journey level in a program described in Section 1.3;
- d. Being a custodial single parent
- e. 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 and that such individual satisfies the criteria set forth above.

**7.8** 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.

**7.9** 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.

**7.10** C/S/Es agree to only 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/Es, 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 Harbor Department representative as described in Article XI of this Agreement.

#### **7.11 Apprentices**

(a) 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 Harbor Department's and 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 Tier 1 or 2 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 Harbor Department, 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.

(b) 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 signatory unions shall collect and compile information on the retention of these Apprentices and submit this information to the Department and the BCA on a quarterly basis. The City will use the information provided to generate a quarterly report on the retention of Apprentices on the Department's PLA projects.

(c) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his 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 AND 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 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 law or Federal law, the Contractor shall pay the rate as of its effective date under the applicable law. C/S/Es directly signatory to one or more of the Schedule A Agreements are required to pay all wages set forth in those Schedule A Agreements without reference to the foregoing. If the prevailing wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the Schedule A Agreements, except as otherwise provided in this Agreement.

## **8.2 Benefits.**

(a) C/S/Es not signatory to the established Labor/Management Trust Fund agreements, as specified in the Schedule A Agreements 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) 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 Schedule A Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. C/S/Es directly Signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A Agreement 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 successors' 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 Schedule A Agreement for the craft Union representing such employee(s) and not under the provisions of the Grievance Arbitration provisions of Article XIII. C/S/Es shall not discipline or dismiss its employees except for good cause.

## **ARTICLE X**

### **DEPARTMENT POLICIES AND PROCEDURES**

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

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

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

(1) Los Angeles City Charter Article III, Section 371 (award of construction contracts to the lowest responsible bidder);

(2) Harbor Department policies providing Small Business Enterprises ("SBE"), Very Small Businesses ("VSBE"), and Minority-Owned, Women-Owned and all Other Business Enterprises ("MBE"/"WBE"/"OBE") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities.

## **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 and Benefits). The Board shall appoint the BCA or its designee to 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 Disadvantaged Worker hiring compliance and the Policy, and the affirmative action provisions of the Administrative Code, and to recommend to the Board or designee enforcement measures to ensure the C/S/E's compliance with the general conditions of a construction contract and the Policy. At the conclusion of any six-month period, the Parties to the Agreement shall report to the Board with a status update on the Agreement with regard to that 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 for any violation of Article VIII under the provisions of the Grievance Arbitration Procedure provisions of Article XIII.

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

## **ARTICLE XII**

### **JOINT ADMINISTRATIVE COMMITTEE**

**12.1** The Parties to this Agreement may establish an eight (8) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Department and one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Trades Council to be chaired jointly by a representative of the Department and the Council.

Each representative shall designate an alternate who shall serve in his or her absence.

**12.2** The JAC shall meet at the call of either of the joint chairs to discuss the 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 of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to decide grievances arising under this Agreement.

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

### **ARTICLE XIII**

#### **GRIEVANCE ARBITRATION PROCEDURE**

**13.1** The Parties hereby agree that all grievances and disputes that may arise concerning the meaning, application or the interpretation of the terms of this Agreement, other than disputes arising from conduct described in Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article IX (Employee Grievance Procedure) and Article XIV (Jurisdictional Disputes), 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 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 is 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 on 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) working 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 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. 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 Harbor Department 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.

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## ARTICLE XIV

### JURISDICTIONAL DISPUTES

**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.

(1) 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.

**14.3** No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature and the C/S/E's assignments shall be adhered to until the dispute is resolved.

Individuals violating this section shall be subject to immediate discharge.

**14.4 Pre-Job Conference.** A pre-job conference shall be held with all parties prior to the start of work by the prime contractor for the Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules. The subcontractors/owner operators of any tier will be advised in advance of all such conferences and shall participate. The Trades Council and the BCA's Office of Contract Compliance 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.

## **ARTICLE XV**

### **MANAGEMENT RIGHTS**

**15.1** The C/S/Es shall retain full and exclusive authority for the management of their operations including, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Schedule A Agreements of the Unions.

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

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

**15.4** Nothing in this Agreement shall be construed to limit the right of any of the C/S/Es' to select the lowest bidder they deem qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the 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 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 Harbor Department, City

and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Section 4.1 or 4.2.

## **ARTICLE XVI**

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

**16.1** It shall be the responsibility of each C/S/E to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Harbor Department, 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 safe manner and to protect themselves and the property of the C/S/E and the Harbor Department.

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

**16.3** The Parties acknowledge that the Harbor Department 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 Harbor Department's premises. Additionally, the C/S/E has a "drug free" work place policy, which prohibits those working on the Harbor Department'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 Angeles/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 the Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

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

**17.3** If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or the Harbor Department from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a 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/Es.

**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 workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his/her C/S/E and not to the work being performed by other C/S/Es 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 (the City of Los Angeles Harbor Department and 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 execution by all Parties for a period of ten (10) years. 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 modification of this Agreement.

**19.2** The Agreement shall continue in full force and effect for each covered Project until project acceptance by the Board. 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.

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

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

**THE CITY OF LOS ANGELES HARBOR DEPARTMENT**

By: Mark Blewett  
Eugene D. Seroka  
Executive Director

Date: 12-11-17

By: Amber Klesges  
Amber Klesges  
Commission Secretary

Date: 12-11-17

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

By: Ron Miller  
Ron Miller  
Executive Secretary  
Los Angeles/Orange County Building  
And Construction Trades Council

Date: 5-17-17

**APPROVED AS TO FORM:**

Michael N. Feuer, City Attorney

By: Hugo S. Rossitter  
Hugo S. Rossitter  
Deputy City Attorney

Date: 5/17/2017

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)  
Boilermakers (Local 92)  
Bricklayers & Allied Craftworkers (Local 4)  
Cement Masons (Local 500)  
District Council of Laborers  
Electricians (Local 11)  
Elevator Constructors (Local 18)  
Gunitite Workers (Local 345)  
Iron Workers (Reinforced - Local 416)  
Iron Workers (Structural - Local 433)  
Laborers (Local 1309)  
Laborers (Local 300) (Remediation)  
Operating Engineers (Local 12)  
Operating Engineers (Local 12)  
Operating Engineers (Local 12)  
Painters & Allied Trades DC 36  
Pipe Trades (Local 250)  
Pipe Trades (Local 345)  
Pipe Trades (Plumbers Local 78)  
Pipe Trades (Sprinkler Fitters Local 709)  
Plasterers (Local 200)  
Plaster Tenders (Local 1414)  
Roofers & Waterproofers (Local 36)  
Sheet Metal Workers (Local 105)  
Teamsters (Local 986)  
Southwest Regional Council of Carpenters

*Victor Chavez*  
*Mark The AB*  
*John Paul*  
*David Gray*  
*Alvin*  
*Manuel*  
*Ed Lear*  
*M. J.*  
*Mitchell Chavez*  
*John Gunter*  
*Gregory Spang*  
*Ronald G. Kowalski*  
*Dan Shaw*  
*Carl L. Mendelsohn*  
*Mark Badlett*  
*Glen Santa Cruz GT*  
*Daryl H. Ma*  
*Rich*  
*Sam Bette*  
*Carl*  
*John*  
*Gene*

**ATTACHMENT "A"**

COMPANY LETTERHEAD

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

Mr. Shaun Shahrestani  
Chief Harbor Engineer  
Construction Division  
Port of Los Angeles  
425 S. Palos Verdes Street  
San Pedro, CA. 90731

SUBJECT: LETTER OF ASSENT

Dear Mr. Shahrestani:

This is to certify that the undersigned Contractor/Employer has examined a copy of the subject Project Labor Agreement entered into by and between the City of Los Angeles Harbor Department 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 (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these 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 HARBOR DEPARTMENT  
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 1 AND TIER 2 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:
-----------------	----------------	--------------

<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
---------------------------	-------------------------------	---------------------------------

30% Local	<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

### Harbor Department PLA Construction Trade Unions Contact Numbers

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

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

#### 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

#### Gunit Workers (Local 345)

P.O. Box 3345  
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

**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) 688-9000  
(213) 627-4624

**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**

1605 N. Susan St.  
Santa Ana, CA 92703  
Tel.: (714) 554-0730  
Fax: (714) 265-0780

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

8051 Pioneer Blvd.  
Whittier, CA 90606  
Tel: (562) 695-7402  
Fax: (562) 695-6337

**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

**Teamsters (Local 986)**

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

**Tradeshaw and Sign Crafts**

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

ATTACHMENT E  
Harbor Department Calendar Years 2017 Thru 2027  
Capital Improvement Program (CIP) Project List

Project Title	Anticipated Start
2017 - 2019 Site Improvements	2017/2018
B. 196-199 & 200A - Wharf Rehabilitation (2516600)	2017/2018
B. 212-224 - Intermodal Container Transfer Facility (ICTF) Expansion (2533300)	2017/2018
B. 93 - Cruise Terminal - Customs and Border Protection Improvements (2525300)	2017/2018
B.187-190 - MOTEMS Repairs (2524600)	2017/2018
Front Street Beautification (2504700)	2017/2018
North Gaffey Street Beautification -Phase II (7934500)	2017/2018
B. 240 A, B, & C - Seawall Improvements - ExxonMobil (2537600)	2017/2018
San Pedro Waterfront - Ports O' Call Promenade and Town Square (2532100)	2017/2018
B. 200 - Rail Yard and Track Connections Enhancements (2540800)	2017/2018
B. 214 - 220 - Concrete Wharf Improvements (2537800)	2018/2019
B. 167-169 - MOTEMS- Shell (2493600)	2018/2019
B. 226-236 Terminal Improvements - Wharf and Backlands (2531200)	2018/2019
B. 228-230 - Alternative Maritime Power (AMP) Upgrade and Retrofit (2529400)	2018/2019
Wilmington Waterfront Pedestrian Bridge (2537700)	2018/2019
Wilmington Waterfront Promenade (2533000)	2018/2019
San Pedro Waterfront - Sampson Way (7th St. to 22nd St.) Roadway Improvements (2488200)	2018/2019
2018 - 2020 Marine Improvements	2018/2019
B. 148-151 - MOTEMS- Phillips 66 (2493800)	2018/2019
B. 238 - MOTEMS- ExxonMobil (2489900)	2018/2019
West Basin Lead Track Gap Closure (2536600)	2018/2019
B. 226-236- Terminal Infrastructure Reconstruction (2539400)	2018/2019
San Pedro Waterfront - Harbor Boulevard From Miner Street to SP Slip (2543000)	2018/2019
San Pedro Waterfront - B. 57 - Wharf Retrofit and Signal Street Improvements (2500600)	2019/2020
San Pedro Waterfront - B. 80-83 - Waterside Improvements (2539000)	2019/2020
2019 - 2021 Site Improvements	2019/2020
B. 164 - MOTEMS - Valero (2493900)	2019/2020
B. 100-102 Marine Operations Building (2454300)	TBD
B. 100-102 Crane Maintenance Building (2502600)	TBD
B. 121-131 Wharf Upgrades (2449000)	TBD
B. 121-131 West Basin Intemodal Container Transfer Facility (WBICTF)(24810000)	TBD
RB 301-305 Buildings, Gates and Backland Development(2489000)	TBD
B. 306 Wharf and Backland Development (2489100)	TBD
B. 306 Alternative Maritime Power (AMP) (2506800)	TBD
B. 163 MOTEMS-NuStar (2493700)	TBD
B. 187-191 MOTEMS-Vopak (2494000)	TBD
B. 161 Marine Ways Modifications (2486100)	TBD
Harbor Administration Building-HVAC Replacement (2509600)	TBD

All Projects on this list are subject to change. The anticipated starts are the best estimate at the time this document was prepared.

