

# APPROVED

MAR 07 2018

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 18-038

DATE March 07, 2018

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: DEPARTMENT OF PUBLIC WORKS PROJECT LABOR AGREEMENT 2015 TO 2020 NEGOTIATED BY THE BUREAU OF CONTRACT ADMINISTRATION BETWEEN THE CITY OF LOS ANGELES AND THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

for AP Diaz _____	V. Israel _____
R. Barajas <u>CBP</u> _____	S. Piña-Cortez _____
H. Fujita _____	N. Williams _____

  
General Manager

Approved X

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Concur with the action taken by the Department of Public Works, Board of Public Works (BPW) on December 14, 2015, that approved the Department of Public Works Project Labor Agreement 2015 to 2020 (DPW – PLA) negotiated by the Department of Public Works, Bureau of Contract Administration (BCA) between the City of Los Angeles and the Los Angeles/Orange Counties Building and Construction Trades Council as outlined in the Summary of this Report; and,
2. Authorize applying the DPW - PLA to certain Department of Recreation and Parks (RAP) projects that were included in the DPW – PLA, as listed in the Summary of this Report.

SUMMARY

Historically, Project Labor Agreements (PLA) have served in assisting the awarding agencies in providing on time, conflict involvement free project completions. The agreements have helped reduce overall construction costs by ensuring that the work on a covered project will be completed efficiently, cooperatively, economically and without interruption. These agreements have also served in the best interest of public safety, community involvement, and participation through local hiring and apprenticeship training. Under a project labor agreement, contractors and subcontractors are required to comply with all applicable federal and state laws, ordinances and regulations requiring the payment of prevailing wages.

On January 30, 2001, the BPW awarded the City's first public works construction project which included a PLA. The project labor agreement provided for an orderly settlement of labor disputes and grievances without strikes, work stoppage, or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the project.

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Over the next decade, the BPW awarded a number of projects with a project labor agreement requirement, gradually refining and improving the process. On November 29, 2010, the BPW authorized the project labor agreement that was in effect for applicable projects from 2010 to 2015. The creation of that project labor agreement increased efficiency by eliminating the need to negotiate and approve separate project labor agreements at the onset of each applicable project. That project labor agreement also ensured consistency of the required terms, which simplified implementation for both contractors and City staff.

On December 17, 2010, the City Council passed the Public Infrastructure Stabilization Ordinance No. 181520 (Los Angeles Administrative Code Section 10.45) to advance the interests of the City by promoting the use of project labor agreements for public works improvements. The ordinance acknowledges project labor agreements as the preferred tool to ensure that important proprietary goals of the City are achieved, including completion of construction projects on time and within the budget. The ordinance directed that the Board of Public Works approve a department-wide project labor agreement to be applied to qualifying future public works improvement projects in accordance with criteria established by the BPW. The ordinance also designated the Department of Public Work, Bureau of Contract Administration, as the Designated Administrative Agency (DAA) who has the administrative responsibilities for project labor agreements, including the promulgation of rules and regulations to ensure efficient implementation and enforcement of project labor agreements.

On October 2, 2015, the BPW authorized the BCA to finalize the negotiations related to renewing the DPW project labor agreement, and on December 14, 2015, the BPW approved the DPW – PLA 2015-2020 (Attachment No. 1). The DPW – PLA is to be implemented and enforced pursuant to the Public Works Public Infrastructure Stabilization Policy (Policy), which was adopted by the BPW on November 29, 2010 (Attachment 2). The Policy serves as the rules and regulations that BCA was directed to promulgate pursuant to the ordinance. The Policy continues to be applicable to the DWP – PLA for 2015-2020.

Included in the DPW – PLA that was approved by the BPW are certain RAP projects that are managed by the Department of Public Works, Bureau of Engineering (BOE). Although managed by BOE, it was later determined that approval by the Board of Recreation and Park Commissioners' (Board) is also necessary for certain park projects that are to be awarded by the Board to be covered under the DPW – PLA.

The terms and conditions of the DPW – PLA are generally as follows:

- Apply to all work performed on a specific project under the agreement.
- Require all contractors and subcontractors to be bound to the Agreement, whether they are union or non-union.
- Establish standard work rules, prevailing wages, hours, and fringe benefits payment and dispute resolution procedures.
- Prohibit strikes, work-stoppages, and lockouts.
- Promotes workforce development through establishing local hiring and disadvantaged worker employment opportunities.

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Staff recommends that the Board concur with the actions taken by the BPW and that the DPW – PLA be applicable to the following RAP projects as listed in the Public Infrastructure Stabilization Program Project List (Attachment E "PIPS" to the BPW - PLA), that will be bid out and awarded by the Board of Recreation and Park Commissioners:

1. 1<sup>st</sup> and Broadway Civic Center Park Development
2. Granada Hills Pool and Bathhouse Replacement
3. Potrero Canyon Grading and Landscaping Park Development
4. Rancho Cienega Sports Complex (Celes King) Project
5. Reseda Skate Facility
6. Robertson Recreation Center
7. Slauson Wall Park Development Project
8. South Park Renovations
9. Studio City Recreation Center - Gymnasium
10. Van Ness Pool and Bathhouse Replacement Project

[Pursuant to the Public Infrastructure Stabilization Ordinance, the BCA will monitor and enforce compliance with the BPW – PLA for the above RAP projects.

### FISCAL IMPACT STATEMENT

Funding sources for construction projects are identified in each project's approval process. The DPW – PLA does not impact RAP's General Fund.

This Report was prepared by Cathie Santo Domingo, Superintendent, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENTS

1. Department of Public Works, Project Labor Agreement 2015-2020
2. Department of Public Works, Public Works Infrastructure Stabilization Policy

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



**Project Labor Agreement**

**2015-2020**



***WITH***

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

PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

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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" - Public Infrastructure Project Series (PIPS) List

**PROJECT LABOR AGREEMENT  
CITY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC WORKS**

**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 Public Works' 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 Department of Public Works (DPW) is responsible for construction, renovation, maintenance and operation of City of Los Angeles (City) facilities and infrastructure, including capital improvement projects for major public facilities and systems throughout the City; and

WHEREAS, the safe, timely and successful completion of these projects with a trained workforce is of utmost importance to the DPW 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 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 City to directly combat poverty and stimulate economic reinvestment; and

WHEREAS, the DPW 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 DPW'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 any board or commission of the City, or any employee or officer of the City, that is authorized to award or enter into any contract on behalf of the City.

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

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

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

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

1.9 "Construction contract" means a City contract which has been certified by the City Controller, awarded by the Board, and is necessary to complete the DPW 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 DPW 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 Five Year Public Infrastructure Program Series List ("PIPS") and covered by this Agreement or so designated by the Board of Public Works. The Board may identify additional projects that are appropriate for coverage by the Agreement for inclusion under the PIPS and include such projects by Board Resolution. The Board shall request an annual review of the DPW Capital Improvement Program to identify any new projects appropriate for inclusion within the PIPS.

1.13 "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.

1.14 "Engineer" means the City Engineer or his/her authorized representative.

1.15 "FHWA Project" means a DPW Project that is funded in whole or in part by the Federal Highway Administration (FHWA).

1.16 "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, such as those listed in BCA's Targeted Hiring Guidelines for Contractors. The Jobs Coordinator must be able to demonstrate or document to the BCA that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.

1.17 "LA/OCBTC" (Trades Council) means the Los Angeles/Orange Counties Building and Construction Trades Council.

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

1.19 "Local Resident" means an individual whose primary residence is within Tier 1 or 2 zip code areas.

1.20 "Long-Term Unemployment" as defined by the Bureau of Labor Statistics means being jobless for 27 weeks or more, or as defined.

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

1.22 "Policy" means the DPW Public Works Infrastructure Stabilization Policy.

1.23 "Public Infrastructure Program Series List (Five Year)" (PIPS) means all projects contained in the adopted PIPS (Attachment "E") that will operate under the DPW-PLA.

1.24 "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.

1.25 "Targeted Hiring Guidelines for Contractors" means the document provided by the BCA to assist C/S/E's in implementing the targeted hiring procedures.

1.26 "Tier 1" means zip codes within the City, identified in Article 7.4 of this Agreement, having at least 2 census tracts (or portion thereof) in which the median household income is less than 50% of the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 200% of the County of Los Angeles' unemployment rate as

reported by the most recent available U.S Census Bureau data.

1.27 "Tier 2" means zip codes within the City, identified in Article 7.5 of this Agreement, having at least 2 census tracts (or portion thereof) in which the median household income is less than the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 100% of the County of Los Angeles' unemployment rate as reported by the most recent U.S. Census Bureau data.

1.28 "Transitional Worker" means an individual whose primary place of residence is within the City of Los Angeles and who prior to commencing work on a Project has been certified as satisfying at least one of the following criteria: (1) having Veteran status; having a documented history of involvement with the criminal justice system; or being homeless. If the Jobs Coordinator or Employer is not able to identify anyone using criteria (1), criteria (2) may be used. Criteria (2) is an individual facing two of the following barriers to employment: having a household income less than 50% of the Los Angeles County's median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long-term unemployment, being emancipated from the foster care system, or being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.3 above.

1.29 "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 DPW Project, the Board, and the Unions (signatory Unions or otherwise).

2.2 Project Description: The Agreement shall apply to all PIPS 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 in section 8.2, below. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any 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 or working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

#### 2.4 Exclusions:

2.4.1 The 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.

2.4.2 The 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.

2.4.3 The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related or not to Projects.

2.4.4 The 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.

2.4.5 Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall not cover quality assurance work performed by or on behalf of the City. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Notwithstanding the provisions of this sub-section, the DPW may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The DPW must provide prior notice to the 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.

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

2.4.7 This Agreement shall not apply to City employees.

2.4.8 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.

2.4.9 This Agreement shall not apply to DPW construction contracts or Projects, if the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.

2.4.10 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.

2.4.11 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.

2.4.12 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 DPW and/or the C/S/Es, as appropriate, have the absolute right to award contracts or subcontracts 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, 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.

3.3.1 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.

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:

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.1.5 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:

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

(b) 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.

(c) 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 C/S/E affected:

4.2.1 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 C/S/Es will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

4.2.2 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.

4.2.3 Some C/S/Es may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 4.2.1 above and other C/S/Es may elect to continue to work on the Project under the retroactivity option offered under paragraph 4.2.2 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 C/S/Es in writing its specific offer of terms of the interim agreement pursuant to paragraph 4.2.1 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 paragraph 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:

4.3.1 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 telegram to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

4.3.2 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.

4.3.3 The Arbitrator shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; 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.

4.3.4 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.

4.3.5 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.2.4 of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

4.3.6 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.

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.

## **ARTICLE VII**

### **REFERRAL**

7.1 The Union(s) shall be the primary source of all craft labor employed on the Project(s) and will exert their best efforts to recruit and identify individuals, particularly residents of the City residing in the Tier 1 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:

7.1.1 A worker shall be considered a member of a C/S/E's core workforce for the purposes of this Article if the worker's name appears on the C/S/E's active payroll for 60 of the 100 working days immediately before award of the construction contract and 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 BCA 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.

7.1.2 In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the C/S/E under this Agreement. This provision applies only to C/S/Es which are not independently signatory to a current Schedule A Agreement for the craft workers under their employ and is not intended to limit the 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 the referral facilities maintained by the Unions are unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers within a forty-eight (48) hour period after such requisition is made by the C/S/E (Saturdays, Sundays and holidays excepted), the C/S/E shall be free to obtain Local Residents and/or Transitional Workers from any source. However, for all other requisitions by a C/S/E for non-Local Residents or non-Transitional Workers, only after a forty-eight (48) hour period (Saturdays, Sundays and holidays excepted) after such requisition is made by the C/S/E shall the C/S/E be free to obtain work persons from any source if the Unions are unable to fill the requisition. However, the C/S/E is still responsible for complying with conditions and requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

7.3.1 (a) 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.

(b) 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).

(c) 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.

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

7.5 Wherein the Unions cannot provide the C/S/Es, having documented their efforts in the attainment of Local Residents and/or Transitional Workers within the Tier 1 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

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

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

such apprenticeship programs.

7.6 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:

7.6.1 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) Apprentices must be employed on each project in accordance with the requirements mandated by Section 1777.5 of the California Labor Code. The Parties agree that City residents in the Tier 1 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 City 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.

7.6.2 The employer retains authority in making individual hiring decisions.

7.6.3 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.

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

(1) Satisfies one of the following criteria:

- a. Being a Veteran;
- b. Having a documented history of involvement with the justice system;
- c. Being homeless; or

(2) Faces at least two of the following barriers to employment:

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

To qualify under this section, the Jobs Coordinator shall verify and certify that the individual's primary place of residence is within the City 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.

7.10.1 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.

7.10.2 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.

7.10.3 The C/S/Es, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the City representative as described in Article XI of this Agreement.

#### 7.11 Apprentices

7.11.1 The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the

obligation to capitalize on the availability of the City's local work force, and the opportunities to provide continuing work for Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents and/or Transitional Workers within 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 City, Jobs Coordinator, Work Source Centers, other non-profit entities, organizations and the Unions, will work cooperatively to identify, or establish and maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs maintained by the signatory unions.

7.11.2 Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint labor/management apprenticeship program. The DPW shall provide a list of all Apprentices who have worked on City of Los Angeles PLA projects to the apprenticeship coordinators of the signatory unions on a quarterly basis. In turn, the signatory unions shall collect and compile information on the retention of these Apprentices and submit this information to the DPW on a quarterly basis. The DPW will use the information provided to generate a quarterly report on retention of Apprentices on the City's PLA projects.

7.11.3 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work

experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the C/S/E shall provide adequate proof evidencing the worker's qualification as a journeyman.

## ARTICLE VIII

### WAGES 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 forgoing. 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.

8.2.1 All 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.

8.2.2 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.

8.2.3 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 DPW as part of the Project shall include the following provisions. Such provisions include, but are not limited to:

10.1.1 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.

10.1.2 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:

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

10.2.2 Administrative Code Sections, 10.8-1 0.13 (prohibition of discrimination); and Mayor's Executive Directive No. 14 (City of Los Angeles Business Inclusion Program).

## **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 Transitional 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 shall establish an eight (8) person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative

selected by the Board; one (1) representative of the City Inspector of Public Works; one (1) representative of the City Engineer; one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Trades Council, to be chaired jointly by a representative of the City Inspector of Public Works 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 the 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 City or its designated representative shall be given advance notification of all proceedings of all actions at Steps 2 and 3 and may observe such proceedings upon request.

## ARTICLE XIV

### JURISDICTIONAL DISPUTES

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

14.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the C/S/Es and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision.

14.2.1 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 slowdown 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. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Collective Bargaining Agreements of the Unions.

15.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall

work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The 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, may dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed under the supervision and direction of the DPW, 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 DPW, City, the state and the C/S/E. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the C/S/E, the City and the DPW.

16.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E and the DPW. These rules will be published and posted in conspicuous places 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 City and the C/S/E have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the City's premises. Additionally, the C/S/E has a "drug free" work place policy, which prohibits those working on the City's premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

16.4 To that end, the Parties agree to adopt the Los 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 work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

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

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or DPW 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 Department of Public Works 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 five (5)

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.

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

///  
///  
///  
///  
///  
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///  
///  
///  
///  
///

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

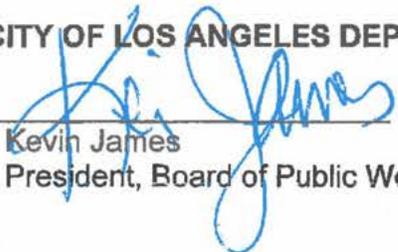
**APPROVED AS TO FORM:**

Michael N. Feuer, City Attorney

By:   
Hugo S. Rossitter  
Deputy City Attorney

Date: 12-16-15

**THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS**

By:   
Kevin James  
President, Board of Public Works

Date: 12-16-15

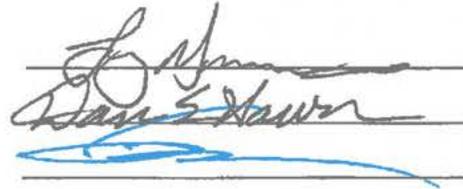
**LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

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

Date: 12-16-15



Operating Engineers (Local 12)  
Operating Engineers (Local 12)  
Plaster Tenders (Local 1414)



The image shows two handwritten signatures. The top signature is in black ink and is partially obscured by a horizontal line. Below it is a signature in blue ink, also partially obscured by a horizontal line. There are additional horizontal lines above and below the blue signature.

*ATTACHMENT "A"*  
COMPANY LETTERHEAD

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

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

PROJECT NAME: \_\_\_\_\_

Dear Mr. Reamer:

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

The undersigned C/S/E acknowledges that compliance with the provisions relating to Local Hire and Transitional Workers (Articles 7.3, 7.6, 7.7 & 7.10), Workforce Referral and Development (Articles 7.1, 7.4 & 7.10), and Apprenticeship Participation (Article 7.7 & 7.11) is of particular importance.

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

This further certifies (per Articles 3, 11.2 & the Policy) that the undersigned C/S/E understands that submission of this Letter of Assent and employment hiring plan will be required prior to the commencement of any work in relation to this contract. Non-submittal of this letter and all required hiring plan documentation may preclude the C/S/E from being approved to work on this project.

This Letter of Assent shall become effective and binding upon the undersigned C/S/E 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.)

**ATTACHMENT "B"**  
**LOS ANGELES/ORANGE COUNTIES**  
**BUILDING AND CONSTRUCTION TRADES COUNCIL**  
**APPROVED**  
**DRUG AND ALCOHOL TESTING POLICY**

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

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

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

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

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

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

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

to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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

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

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

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

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

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has

been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

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

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

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

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

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

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

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

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

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

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

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

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

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

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

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

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

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	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 DEPARTMENT OF PUBLIC WORKS  
 BUREAU OF CONTRACT ADMINISTRATION  
 REQUEST/VERIFICATION FOR CRAFT EMPLOYEES  
 (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: \_\_\_\_\_

<b>Union Use Only</b>		
(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>
<b>30% Local</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>10% Transitional</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>General Dispatch</b>	<input type="checkbox"/>	<input type="checkbox"/>
Comments:		

## City of LA 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

### **Carpenters - Local 409**

533 S. Fremont Ave., 4<sup>th</sup> Floor  
Los Angeles, CA 90071  
P: 213/385-3510  
F 213/488-1697

### **Drywall – Local 1506**

5164 Santa Monica Blvd.  
Los Angeles, CA 90029  
P: 323/660-1506  
F: 323/660-0382

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

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

Electricians District No. 1  
6023 S. Garfield Avenue  
City of Commerce, CA 90040  
Tel: (323) 517-9610  
Fax: (323) 726-0623

Electricians District No. 2  
8333 Airport Blvd.  
Los Angeles, CA 90045  
Tel: (310) 645-5269  
Fax: (310) 645-5289

Electricians District No. 3  
8333 Airport Blvd.  
Los Angeles, CA 90045  
Tel: (310) 645-3637  
Fax: (310) 645-0308

Electricians District No. 4  
400 Chatsworth Drive  
San Fernando, CA 91340  
Tel: (818) 361-7774  
Fax: (818) 361-0606

Electricians District No. 5  
1817 East Ave Q, Suite A16  
Palmdale, CA 93550  
Tel: (661) 274-9461  
Fax: (661) 274-9503

Electricians District No. 6  
1510 N. Peck Road  
So. El Monte, CA 91733  
Tel: (626) 443-6946  
Fax: (626) 443-7720

**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

**Operating Engineers District No. 1**

150 E. Corson  
Pasadena, CA 91103  
Tel: (626) 792-2519  
Fax: (626) 792-2635

**Operating Engineers District No.1 (SubOffice)**

44250 No. Division  
Lancaster, CA 93534  
Tel: (661) 942-1175  
Fax: (661) 949-0209

**Operating Engineers District No. 7**

3311 W. Ball Road  
Anaheim, CA 92804  
Tel: (714) 827-4591  
Fax: (714) 827-0498

**Glaziers (Local 636)**

2333 No. Lake Avenue, Unit F  
Altadena, CA 91001  
Tel: (626) 448-1565  
Fax: (626) 797-8395

**Gunite 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 (City of LA Areas – Local 300)**

Local 300 (Main Office)  
2005 W. Pico Blvd.  
Los Angeles, CA 90006  
Tel: (213) 385-9212  
Tel: (213) 385-3550  
Fax: (213) 385-6985

Local 300 (Branch Office)  
14800 Devonshire  
Mission Hills, CA 91340  
Tel: (818) 891-1702

Local 300 (Branch Office)  
511 W. Avenue Q  
Palmdale, CA 93550  
Tel: (661) 273-3891

Local 300 (Branch Office)  
11346 E. Ramona Blvd.  
El Monte, CA 91731  
Tel: (626) 448-0144 or (626) 448-7826

**Laborers (San Pedro/Port of LA –  
Local 802)**

3919 Paramount Blvd.  
Lakewood, CA 90712  
Tel: (562) 421-9346  
Fax: (562) 421-5964

**Painters & Allied Trades DC 36**

2333 N. Lake Avenue, Unit H  
Altadena, CA 91001  
Tel: (626) 584-9925  
Fax: (626) 584-1949

**Painters & Allied Trades (Local 95)**

8658 Clela Street  
Downey, CA 90241  
Tel: (562) 861-9616  
Fax: (562) 861-6549

**Painters & Allied Trades (Local 1595)**

2333 N. Lake Avenue, Unit E  
Altadena, CA 91001  
Tel: (626) 304-9640  
Fax: (626) 797-1564

**Pipe Trades (Plumbers – Local 78)**

1111 W. James Wood Blvd.  
Los Angeles, CA 90015  
Tel: (213) 688-9090  
Fax: (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

**Pipe Trades (Plumbers / Fitters –  
Local 761)**

1305 N. Niagra Street  
Burbank, CA 91505  
Tel: (818) 843-8670  
Fax: (818) 843-5209

**Plasterers & Cement Masons (Local 200)**

*Plasterers*  
1610 W. Holt Ave.  
Pomona, CA 91768  
Tel: (909) 865-2240  
Fax: (909) 865-9392

**Plasterers & Cement Masons (Local 600)**

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

Local 600 (Suboffice)  
3921 Burbank Blvd., Burbank, CA 91505  
Tel: (818) 845-2431  
Fax: (818) 845-2496

**Plasterers & Cement Masons (Local 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 848)**

818 Oak Park Road, Suite 200  
Covina, CA 91724  
Tel: (626) 732-4700  
Fax: (626) 732-4707

**Teamsters (Local 986)**

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

**Tile, Marble & Terrazo Layers (Local 18)**

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

**Attachment E "PIPS"**  
**Department of Public Works Calendar Years 2015 thru 2020**  
**Public Infrastructure Stabilization Program Project List**

Project Title	Program Name	Est. Start
1 DCT- Advancec Water Purification Facility	Wastewater - TPP	12/3/2018
2 North East Interceptor Sewer (NEIS) Phase 2A	Wastewater - CSP	11/30/2018
3 LA Streetcar Project	Street Improvement	7/3/2017
4 LAG- Primary Effluent Storage	Wastewater - TPP	8/30/2018
5 Venice Dual Force Main (7222)	Wastewater - CSP	7/31/2018
6 Glendale-Hyperion/LA River 3-188*-82-63-34	Bridge Improvement Program	3/31/2018
7 Argo Dain Sub basin Facility	Prop O	3/13/2017
8 DCT- Maintenance Facility Expansion	Wastewater - TPP	10/27/2018
9 Rancho Cienega Sports Complex (Cesar King III)	Municipal Facilities R and P	12/1/2018
10 LCIS Rehab Blackwelder to Olympic	Wastewater - CSP	12/31/2018
11 Asphalt Plant No. 1 Replacement & Modernization	Municipal Facilities Architect	5/1/2018
12 Potrero Canyon Nature Preserve Grading/Landscaping	Municipal Facilities R and P	7/31/2018
13 DCT- Multi-Purpose and Office Building	Wastewater - TPP	7/1/2017
14 TMRP- Phase I AWWPF Upgrade	Wastewater - TPP	7/1/2017
15 HTP- Oxygen Reactor improvements	Wastewater - IPP	7/1/2018
16 TMRP- Service Maintenance & Warehouse Facility	Wastewater - TPP	3/29/2010
17 HTP Digester Corrosion Rehabilitation	Wastewater - TPP	8/1/2018
18 Van Ness Fire Station No. 38	Municipal Facilities Fire	10/31/2018
19 Venice Auxiliary Pumping Plant	Wastewater - CSP	1/31/2018
20 TMRP- Aeration System Replacement	Wastewater - TPP	10/2/2016
21 NOS Rehab Unit 18 - Colorado to Doran	Wastewater - CSP	7/31/2017
22 Cochran Adams Relief Sewer	Wastewater - CSP	12/31/2017
23 Machado Lake Pipeline Project	Prop O	7/2/2018
24 FCH Pedestrian Bridge	Municipal Facilities Architect	6/1/2017
25 Balona Creek Water Quality Improvement	Wastewater - IPP	7/31/2018
26 DCT- Secondary Reactors Rehabilitations	Wastewater - TPP	4/1/2018
27 DCT- Primary Settling Tanks Improvements	Wastewater - TPP	7/1/2019
28 NOS Rehab Unit 6 - Hopper to Wilson (NOS Unit 7)	Wastewater - CSP	12/31/2018
29 HTP- WAS Thickening Centrifuge Replacement	Wastewater - TPP	3/30/2017
30 HTP-Secondary Clarifiers Upgrade- Modules 1-5	Wastewater - TPP	7/20/2018
31 North Central Animal Care Center Phase II	Municipal Facilities Animal	8/3/2018
32 Victory Blvd (Phase 2) - De Soto to Canoga Ave	Street Improvement	8/30/2018
33 DCT- Electrical Power System Mods	Wastewater - TPP	7/1/2018
34 IMWP- Primary Tanks Level Control Upgrades	Wastewater - TPP	7/1/2017
35 Hollywood Sanitation Yard	Municipal Facilities Architect	8/1/2017
36 HTP- Oxy Facility Upgrade	Wastewater - TPP	7/1/2017
37 DCT- Secondary Clarifiers Improvements	Wastewater - TPP	10/1/2017
38 TMRP- AWWPF Emergency Generators	Wastewater - TPP	7/1/2018
39 HTP- Solids Handling & Truck Load Facility	Wastewater - TPP	7/7/2018
40 TMRP- Digester Gas Utilization System	Wastewater - TPP	8/28/2018
41 TMRP- MFRO Replacement	Wastewater - TPP	7/1/2018
42 Riverside Dr/Zoo-1288	Bridge Improvement Program	5/30/2018
43 NOS Rehab Unit 1 - Van Ness to Western	Wastewater - CSP	12/31/2017
44 HTP- Headworks Odor Control Upgrade	Wastewater - TPP	7/31/2018
45 Alhambra Riverside Park	Prop O	2/28/2017
46 HTP- Digester Equipment Improvements	Wastewater - TPP	7/1/2017
47 Century Blvd Extension / Grapes St to Alameda St.	Street Improvement	8/30/2018
48 NOS Rehab Unit 13 - Frimley to Duval	Wastewater - CSP	12/31/2018
49 South District Maintenance Yard	Municipal Facilities Architect	7/18/2018
50 NOS Rehab Unit 7 - Wilson to LA River (NOS Unit 8)	Wastewater - CSP	12/31/2018
51 Burbank Blvd - Lanversham Blvd to Cleon Ave	Street Improvement	12/31/2018
52 De Soto Ave Widening - 118 Freeway to Devonshire	Street Improvement	8/30/2018
53 1st & Broadway Civic Center Park	Municipal Facilities R and P	3/1/2018

Project Title	Program Name	Est. Start
54 TWRP- Primary Treatment Process Modernization	Wastewater - TPP	1/2/2019
55 Maintenance Yard - Hollywood Facility	Wastewater - CSP	5/16/2018
56 DCT- Backup Power	Wastewater - TPP	10/3/2017
57 Maintenance Yard - Reseda Facility	Wastewater - CSP	5/16/2019
58 Maintenance Yard - North Hollywood Facility	Wastewater - CSP	5/16/2017
59 Aliso Creek - Limekiln Creek Restoration Project	Prop O	9/30/2017
60 TWRP- Learning Center	Wastewater - TPP	7/1/2019
61 South Park Renovations	Municipal Facilities R and P	8/1/2015
62 HTP- Headworks Improvements	Wastewater - TPP	8/1/2016
63 Van Ness Pool	Municipal Facilities R and P	1/1/2017
64 Robertson Recreation Center	Recreational and Cultural Fac.	1/15/2017
65 LAG- Secondary Reactors Rehabilitation	Wastewater - TPP	3/30/2018
66 HTP- Biosolids Pumping System Upgrades	Wastewater - TPP	7/2/2018
67 DCT- Screw Pumps Installation & Upgrades	Wastewater - TPP	8/1/2015
68 Granada Hills Pool & Bathhouse Replacement	Municipal Facilities R and P	4/1/2018
69 LAG- Secondary Clarifiers Rehabilitations	Wastewater - TPP	3/30/2018
70 TWRP- Dewater Insulation Replacement	Wastewater - TPP	1/2/2019
71 Soto St/Valley-0011	Bridge Improvement Program	8/31/2016
72 First St/Glendale Blvd-0045	Bridge Improvement Program	8/1/2016
73 State St/RR & Buway-1930	Bridge Improvement Program	11/28/2017
74 Alameda St. Widening from Harry Bridges to Anaheim	Street Improvement	1/1/2016
75 HTP- Service Water Fac. South Side Filter Install	Wastewater - TPP	9/30/2015
76 Lincoln Pool & Bathhouse Replacement	Municipal Facilities R and P	3/1/2016
77 Studio City Recreation Center - Gymnasium	Recreational and Cultural Fac.	7/31/2017
78 Alameda St. Widening from Anaheim to PCH	Street Improvement	3/1/2017
79 WLA SAN. Maintenance Yard CNG/LNG upgrade	Municipal Facilities Architect	10/1/2015
80 PP 646 - Venice Generators Replacement - Phase 1 (C191)	Wastewater - CSP	7/31/2016
81 Taylor Yard Bikeway/Pedestrian Bridge over LA Rvr	Municipal Facilities Architect	3/1/2017
82 HTP- DSF Improvements	Wastewater - TPP	12/30/2017
83 Manchester Jr Arts/Vision Theater - Phase 2 & 3	Recreational and Cultural Fac.	4/15/2016
84 HTP- Replace Ferric Chloride Facility	Wastewater - TPP	7/4/2017
85 DCT- Storage and Warehouse Facility	Wastewater - TPP	1/2/2019
86 HTP- TSF Mechanical Equipment Upgrades	Wastewater - TPP	7/1/2019
87 Wilshire Area System Sur Rehab	Wastewater - CSP	7/31/2017
88 DCT- Barn Improvements	Wastewater - TPP	9/30/2016
89 San Fernando CNG Fueling Station	Municipal Facilities Architect	2/1/2016
90 Cesar Chavez Ave/Lorena St/Indiana St - Roundabout	Street Improvement	10/30/2016
91 Arlington Ave Sewer Rehab Jefferson Bl to Rodeo Rd	Wastewater - CSP	7/30/2017
92 ATP SRTS Sheridan ES & Breed St ES	Street Improvement	11/30/2016
93 Venice Blvd. Interceptor U2	Wastewater - CSP	8/31/2017
94 DCT- Electricity Usage Monitoring and Optimization	Wastewater - TPP	10/1/2017
95 TWRP- Electricity Usage Monitoring & Optimization	Wastewater - TPP	10/1/2017
96 ATP SRTS Menlo Ave & Vernon Ave.	Street Improvement	11/30/2016
97 Oakdale Redwing Storm Drain	Storm water	10/31/2017
98 Exposition - West Bikeway - Northvale Segment	Street Improvement	9/1/2018
99 Alben Riverside Park- Park Development	Municipal Facilities R and P	2/28/2017
100 HTP- IPS Odor Control Improvements	Wastewater - TPP	12/30/2018
101 ATP SRTS Tokyo Pad. Safety	Street Improvement	11/30/2016
102 San Fernando Bike Br/Tujunga Wash-1309   Phase 3	Bridge Improvement Program	1/1/2017
103 ATP SRTS Dolores Huerta ES, 28th St ES, & Quincy Jones ES	Street Improvement	11/30/2016
104 HTP- Abrasive Blast & Steam Cleaning Fac.	Wastewater - TPP	9/30/2017
105 Reseda Skate Facility Acquisition	Recreational and Cultural Fac.	9/30/2018
106 TWRP- TIRE Facility Enhancement	Wastewater - TPP	1/30/2018
107 Highland Ave Widening - Odin St to Franklin Ave	Street Improvement	4/1/2018
108 HTP- FOG Receiving Station North	Wastewater - TPP	3/2/2016
109 ATP Hollywood & Western Pedestrian Improvements	Street Improvement	11/30/2016
110 HTP- Dilute Polymer System Improvement	Wastewater - TPP	7/5/2017
111 Stauson-Wall Park	Municipal Facilities R and P	12/1/2017
112 Osborne Street Bridge Replacement (FHWA) DPW-PI A	Street Improvement	12/31/2016
113 HTP- Primary Tanks Skimmer Improvements 63	Wastewater - TPP	4/1/2017
114 DCT- Tertiary Filtration Expansion	Wastewater - TPP	7/4/2017
115 LAG- Electricity Usage Monitoring and Optimization	Wastewater - TPP	10/1/2017
116 DCT- Blower Air Cleanup System	Wastewater - TPP	2/28/2016

DEPARTMENT OF PUBLIC WORKS

DEC 14 2015

BUREAU OF CONTRACT ADMINISTRATION

Report No. 1

  
Executive Officer  
Board of Public Works

December 14, 2015

CD Nos.: All

REQUEST TO APPROVE THE DEPARTMENT OF PUBLIC WORKS PROJECT LABOR AGREEMENT

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RECOMMENDATION

Approve the Department of Public Works Project Labor Agreement (Transmittal No. 1) negotiated by the Bureau of Contract Administration.

TRANSMITTALS

1. Draft of the tentative Department of Public Works Project Labor Agreement.
2. Project Labor Agreement Quarterly Report dated December 14, 2015.

FISCAL IMPACT

The depth and frequency of reporting required by the Department of Public Works (DPW) Board along with the number of projects that qualify under the project labor agreement will determine if the Bureau of Contract Administration (BCA) will require additional resources.

DISCUSSION

***Background***

On January 30, 2001, the Board of Public Works awarded the City's first public works construction project which included a project labor agreement. The project labor agreement provided for an orderly settlement of labor disputes and grievances without strikes, work stoppage, or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the project. Additionally, it included provisions, "...for first source hiring of local residents living within a three-mile radius of the project..." which promoted employment opportunities and provided apprenticeship training for local residents during the construction of the project.

Over the next decade, the Board of Public Works awarded a number of projects with a project labor agreement requirement, gradually refining and improving the process. On November 29, 2010, the Board of Public Works authorized the current Department of Public Works Project Labor Agreement (DPW-PLA). The creation of the DPW-PLA increased efficiency by eliminating the need to negotiate and approve separate project labor agreements at the onset of each applicable project. The DPW-PLA also ensured consistency of the required terms, which simplified implementation for both contractors and staff. The DPW-

PLA is a mechanism to achieving economy and efficiency on public works construction projects while producing labor-management stability and ensuring compliance with laws and regulations governing safety, health, equal employment opportunity, labor, employment standards, and other matters.

At its meeting of December 17, 2010, the City Council passed the Public Infrastructure Stabilization Ordinance to advance the interests of the City by promoting the use of project labor agreements for those public works improvements that meet certain criteria. The ordinance acknowledges project labor agreements as the preferred tool to ensure that important proprietary goals of the City are achieved, including completion of construction projects on time and within budget by minimizing labor misunderstandings, grievances and conflict along with emphasizing worker safety. Project labor agreements also advance the City's interests by ensuring that unemployed and underemployed residents will receive employment opportunities on City public works construction projects. These agreements have proven their effectiveness in targeting construction employment and training opportunities to mitigate the harms caused by geographically concentrated poverty.

The DPW embraces this same commitment through its overarching mission "...to improve the quality of life for City residents through responsive, efficient, and effective delivery of services to every neighborhood..." The DPW seeks to accomplish this by building or transforming the City's infrastructure with high-quality, cost-efficient, and environmentally smart projects. Because of the critical nature of this work, the DPW endeavors to maintain a fair and consistent contracting environment that will ensure safety, timely project delivery, quality construction, and opportunities for all stakeholders involved in the process.

In the five years since the DPW-PLA was initiated, 61 DPW-PLA projects have been awarded or advertised for award with a total dollar value of \$714,837,482.00. It is estimated that this has resulted in \$17,511,277.12 in wages being reinvested in the Los Angeles workforce as a result of the requirement to employ local workers. Of that, \$2,691,486.45 was paid to local apprentices for 179,432 hours worked (Transmittal No. 2).

**Summary of the Current DPW-PLA**

61 Public Works Projects with Local Hire	Local Residents Hired*	Local Journeypersons	Local Apprentices	Disadvantaged Workers	Approximate Wages & Benefits Paid to Local Residents
No. of workers	2,267	1,523	744	597	\$17,511,277.12
No. of hours worked	526,094	346,662	179,432	281,187	
Percentage of Hours worked	41%	35%	67%	22%	

\*Local residents hired is inclusive of the local apprentices.

December 14, 2015

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In a public meeting conducted on October 2, 2015, the Board of Public Works authorized the Bureau of Contract Administration to finalize negotiations related to renewing the DPW-PLA. The Board directed staff to finalize an agreement that encompassed the Department's overarching mission and addressed the following components: project delivery, local and disadvantaged worker participation, apprenticeship participation; workforce referral and development, and an agreement term that maximizes the benefits of these components.

### ***Negotiation Summary Report***

#### ***Project Delivery***

- The Agreement requires that parties to the DPW-PLA constantly maintain a safe 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 to resolve worker or contractor disputes.
- 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***

- The Agreement requires that at least 30% of the total work hours shall be performed by local residents residing within the targeted areas of the City.
- In order to better facilitate reentry into the workforce for some individuals that face barriers to employment, the Agreement establishes the category of Transitional Worker to replace Disadvantaged Worker. The Agreement requires that at least 10% of the total work hours shall be performed by such Transitional Workers – with a priority given to military veterans, those with a documented history of involvement with the criminal justice system, and workers that meet the definition of homeless as defined by the U.S. Department of Housing and Urban Development.
- In the event that adequate numbers of workers who qualify in the three above-noted categories cannot be acquired, the Agreement extends the category of Transitional Worker to workers who meet at least two of the following barriers to employment: having a household income of less than 50% of Los Angeles County's median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long-term unemployment, being emancipated from the foster care system, or being an apprentice with less than 15% of the hours required to graduate to journey level.
- The Agreement allows that hours worked by Transitional Workers may also be applied toward the 30% local residents targeted hiring percentage, and vice-versa.

*Apprenticeship Participation*

- The Agreement requires that residents in the targeted areas of the City will perform 50% of all apprenticeship hours worked on the Project.
- An apprentice who begins their period of apprenticeship as a City resident in the targeted areas will retain that status for their entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions submit to the BCA the necessary identifying information to enable the tracking of such apprentices.

*Workforce Referral and Development*

- The Agreement requires that the Unions will work cooperatively with the City, Jobs Coordinators, 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 Unions shall track retention of apprentices hired through this program so long as those apprentices participate in a joint labor/management apprenticeship program.
- The Unions will submit quarterly reports 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.

*Term*

- The DPW-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 five (5) years.
- Upon request by either party or by mutual consent, the parties will meet to discuss the application of and their experience with the DPW-PLA. As a result of such meeting(s), the parties may, but shall not be obligated to, mutually agree to amendments or modification of the DPW-PLA.
- 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.

*Parameters*

- Covered projects are those identified in the five-year Public Infrastructure Program Series (PIPS) List.
- Any covered project awarded during the term of the DPW-PLA shall continue to be covered until completion of the project, notwithstanding the expiration date of the DPW-PLA.

DEPARTMENT OF PUBLIC WORKS  
BUREAU OF CONTRACT ADMINISTRATION  
Report No. 1

December 14, 2015

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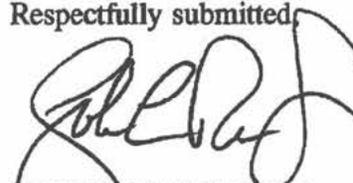
*Monitoring and Reporting*

The BCA will actively monitor and report on the targeted hire progress for each covered project. This reporting process will include a quarterly report before the Board regarding progress and success.

Report prepared by:

C. Jenson

Respectfully submitted,



JOHN L. REAMER, JR.  
Inspector of Public Works

Office of Contract Compliance  
Hannah Choi, Program Manager  
213-847-2677

JLR:bes  
req to approve dpw pla agreement  
T,C,OCC,L,Clerical,File



# City of Los Angeles

## Department of Public Works

### Public Works Infrastructure Stabilization Policy

Project Labor Agreement

2015-2020

## Department of Public Works

### RESOLUTION NO. \_\_\_\_\_

#### **RESOLUTION ADOPTING A POLICY REGARDING PUBLIC WORKS INFRASTRUCTURE STABLIZATION**

**WHEREAS**, the Department of Public Works continues to lead the way to advance, achieve and maintain the City's vital infrastructure facilities, resources and services through its Capital Improvement Program (CIP) that serve over four million residents covering a geographic area of 465 square miles; and

**WHEREAS**, the Department of Public Works is responsible for the engineering, design and construction of municipal facilities affecting the public right of way and public properties as well as the maintenance and repair of the City's streets, street lighting systems, medians, embankments, roadways and bridges that provide safety for pedestrians, vehicles and the safe flow of goods and services throughout the City; and

**WHEREAS**, the Department of Public Works is responsible for the collection, treatment, disposal and recycling of sewage, urban runoff, refuse and household hazardous waste; and

**WHEREAS**, the Department of Public Works protects the City and public interest by ensuring that all public works projects are constructed and administered in accordance with the plans, specifications, contract provisions, and necessary safety provisions in the project sites; and

**WHEREAS**, the successful completion of covered projects is also of utmost importance to the Department of Public Works and the general public in the City and as such the Project Labor Agreement will facilitate the prompt, safe and on-time delivery of projects within the Department of Public Works' CIP; and

**WHEREAS**, the work to be done will require maximum cooperation from the many parties who will be involved to mitigate the negative impact to the public right of way, minimize the disruptions to City residents that affect quality of life and ensure timely completion of public work projects; 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 an overriding commitment to maintain continuity of work; and

**WHEREAS**, the interests of the general public, the City, the unions, contractors, subcontractors, employers and workers will be best served when construction work proceeds in an orderly manner free of disruption caused by strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences; and

**WHEREAS**, the PLA will provide a pool of skilled craft workers to help ensure the delivery of quality and safe projects; and

**WHEREAS**, the Department of Public Works (DPW) has adopted a departmental Project Labor Agreement (PLA) which will provide construction employment and training opportunities in ways calculated to mitigate the harms caused by geographically concentrated poverty, unemployment and underemployment in concentrated poverty neighborhoods; and

**WHEREAS**, employment of City residents in high unemployment and/or Concentrated Poverty Neighborhood areas affects the City as a whole and positively impacts the social wellbeing of residents and to that end, the City has taken action to promote City residents receiving employment opportunities at City public work projects; and

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

**WHEREAS**, the DPW-PLA 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**, the DPW-PLA 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 DPW-PLA will help advance the skills of the local labor pool, especially the youth, by maximizing opportunities to be indentured into federal- and/or state-certified joint labor/management apprenticeship programs; and

**WHEREAS**, the Department of Public Works through the PLA, seeks to create career opportunities through apprenticeship participation, retention, and graduation; and

**WHEREAS**, the Board of Public Works wishes to adopt a policy to promote the above objectives and protect the proprietary interests described above.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF LOS ANGELES, CALIFORNIA,**

**AS FOLLOWS:**

**The Department of Public Works (DPW) adopts the following Public Works Infrastructure Stabilization Policy:**

**SECTION I. DEFINITIONS**

1. "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, Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, indentured in a bona fide Labor/Management apprenticeship program approved by the US Department of Labor (DOL) and California DAS.

2. "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California DAS or in the case of Projects with federal funding, approved by the US Department of Labor (DOL) and California DAS.
3. "Awarding Authority" means any board or commission of the City, or any employee or officer of the City that is authorized to award or enter into any contract on behalf of the City.
4. "Board" means the City of Los Angeles Board of Public Works.
5. "Bureau of Contract Administration (BCA)" means the designated bureau within the City's DPW responsible for administering this Agreement.
6. "City" means the City of Los Angeles, a municipal corporation, and all City Awarding Authorities.
7. "Construction Contract" means a City contract which has been certified by the City Controller, awarded by the Board, and is necessary to complete the DPW Project.
8. "Contractor/Subcontractor/Employer (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 which has entered into a contract with the DPW or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of a Covered Project.
9. "Core Worker" means a verifiable member of a C/S/E's core workforce for the purpose of the DPW-PLA and this Policy if the worker's name appears on the C/S/E's active payroll for 60 of 100 working days immediately prior to award of the construction contract and meets all standards required by applicable local, state or federal law or regulation.
10. "Covered Project(s) or Project" means a project or projects which have been included within the Five-Year Public Infrastructure Program Series (PIPS) and covered by the DPW-PLA or so designated by the Board of Public Works. The Board may identify additional projects that are appropriate for coverage by the DPW-PLA and the Policy by Board resolution.
11. "Craft Request Form" means the document through which a C/S/E shall request workers from the Union and/or Jobs Coordinator, in the form set forth in the DPW-PLA and/or Policy.
12. "Transitional Worker" means an individual whose primary place of residence is within the City of Los Angeles and who prior to commencing work on a Project has been certified as satisfying at least one of the following criteria: (1) having Veteran status; having a documented history of involvement with the criminal justice system; or being homeless. If the Jobs Coordinator or Employer is not able to identify anyone using criteria (1), criteria (2) may be used. Criteria (2) is an individual facing two of the following barriers to employment: having a household income less than 50% of the Los Angeles County's median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long-term

unemployment, being emancipated from the foster care system, or being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program.

13. "DPW-PLA" means the Project Labor Agreement entered into between the Department of Public Works and Unions, applicable to Covered Projects.
14. "Employment Hiring Plan" (EHP) means a C/S/E's detailed hiring plan in achieving the targeted hiring percentages as described in Article 7 of the DPW-PLA and Policy.
15. "Engineer" means the City Engineer or his/her authorized representative.
16. "FHWA Project" means a DPW Project that is funded in whole or in part by the Federal Highway Administration (FHWA).
17. "Public Infrastructure Program Series List (Five Year)" (PIPS) means all projects contained in the adopted PIPS (Attachment E of the DPW-PLA) that will operate under the DPW-PLA.
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 organizations.
19. "LA/OCBTC" (Trades Council) means the Los Angeles /Orange Counties Building and Construction Trades Council.
20. "Letter of Assent" means the document that each C/S/E (of any tier) must sign and submit to the City's Inspector of Public Works, which formally binds them to adherence to all the forms, requirements and conditions of the DPW-PLA and Policy.
21. "Liquidated Damages" means disputed funds withheld from the Prime Contractor until they are found to be in compliance, the contract is terminated, or the Covered Project is completed.
22. "Local Resident" means an individual whose primary residence is within Tier 1 or 2 zip code areas. The following are acceptable forms of proof of residency: (i) Copy of a current residential lease with the eligible household member's name listed on it; or (ii) Valid driver's license or State ID card with a City of Los Angeles address; or (iii) Medical card with current address; or (iv) Utility bill with eligible household member's name on it; or (v) Voter's registration card; or (vi) Other proof of residence address deemed acceptable by BCA.
23. "Long-Term Unemployment" as defined by the Bureau of Labor Statistics means being jobless for 27 weeks or more, or as defined.
24. "Policy" means the DPW Public Works Infrastructure Stabilization Policy.
25. "Project Work" means construction work performed as part of a Covered Project.

26. "Prime Contractor" means any individual firm, partnership, owner-operator, or corporation, or combination thereof, including joint-ventures, that is an independent business enterprise and that has entered into a Construction Contract.
27. "Reporting Period" means the BCA's indicated reporting period for measuring the targeted hiring efforts of the C/S/Es'. These reporting periods shall be at the BCA's determination of 10%, 30%, 50%, 70% and 90% construction completion phases.
28. "Tier 1" means the zip codes within the City, identified in Article 7.4 of the DPW-PLA, having at least 2 census tracts (or portion thereof) in which the median household income is less than 50% of the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 200% of the County of Los Angeles' unemployment rate as reported by the most recent available U.S. Census Bureau data.
29. "Tier 2" means zip codes within the City, identified in Article 7.5 of the DPW-PLA, having at least 2 census tracts (or portion thereof) in which the median household income is less than the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 100% of the County of Los Angeles' unemployment rate as reported by the most recent U.S. Census Bureau data.
30. "Underemployment" means a situation in which a worker (i) is employed only part-time when one needs and desires full-time employment, and/or (ii) is inadequately employed at a low-paying job that requires less skill or training than one possesses.
31. "Unemployment" means, in accordance with the Bureau of Labor Statistics definition, a situation in which a person does not have a job, has actively looked for work in the prior 4 weeks, and is currently available for work and chronic Unemployment means unemployment lasting 27 weeks or longer.
32. "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 the DPW-PLA, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed in the DPW-PLA and who have through their officers executed the DPW-PLA.

## **SECTION II. COVERAGE OF PROJECTS**

1. Covered Projects: Except as provided otherwise herein, this Policy applies to all projects contained in the Five-Year Public Infrastructure Programs Series List, awarded by the Board, and covered by the DPW-PLA. The Board may designate additional projects for coverage under the Policy and DPW-PLA based on specific findings that coverage will advance the City's legitimate proprietary and policy interests and promote the public interest in assuring completion of the project in question in a safe and cost-effective manner while minimizing or negating any adverse impact to the public welfare.
2. FHWA Projects: In the event that DPW determines that a project to which this Policy applies is an FHWA project, DPW shall modify or not enforce any aspect of the Policy or DPW-PLA in accordance with a valid and binding instruction from the U.S. Department of Transportation.

### **SECTION III. IMPLEMENTATION**

Prior to bid, DPW staff shall review each Covered Project's bid specifications to ensure the following provisions are incorporated:

1. That the Request for Bid Package Authorization from the Board specifies that the Covered Project contains the DPW-PLA and Policy;
2. That the Bid specifications require all contractors submitting bids or proposals agree to the terms of the DPW-PLA and Policy;
3. That a provision exists in the prime contract obligating the Prime Contractor and all its C/S/Es (of any tier) to comply with the terms of the DPW-PLA and Policy and/or require compliance with the DPW-PLA and Policy terms through a Letter of Assent or any other form or legally enforceable obligation to the City.
4. That the Construction Contract shall include provisions establishing liquidated damages amounts as described in Section VIII of this Policy.

### **SECTION IV. EXCLUSIONS AND/OR MODIFICATIONS**

1. Funding Source: this Policy shall not apply to DPW construction contracts or projects, if the funding source has established provisions or rules that forbid the inclusion of a PLA and/or Local Hire provision. If the project is listed as part of the PIPS, DPW staff must present the reason(s) to the Board prior to final determination to exclude the Covered Project.
2. This Policy shall not apply to work performed by a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by State or Federal Prevailing Wage rates and/or Schedule A collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.
3. 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 determining compliance with the Section 5 below.

### **SECTION V. TARGETED HIRING**

1. Requirements for Covered Projects:

The Prime Contractor shall ensure that the following targeted hiring requirements are met for each Covered Project:

- a) At least 30% of total hours worked on each project shall be performed by Local Residents. For any hour of Project Work for which a C/S/E seeks to meet this 30% requirement, the C/S/E, Unions and the Jobs Coordinator must first refer individuals whose primary place of residence is within a Tier 1 zip code. After Unions, C/S/Es and the Jobs Coordinator have exhausted the available pool of Local Residents whose primary place of residence is within a Tier 1 zip code,

they may refer Local Residents whose primary place of residence is within a Tier 2 zip code.

- b) At least 20% of total hours worked on each project shall be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journey person established by the applicable craft union's State DAS approved apprenticeship standards. A minimum of 50% of all apprentice hours shall be performed by Local Residents.
- c) At least 10% of total hours worked on each project shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 of the DPW-PLA respectively and the remaining zip codes within the City of Los Angeles. Hours of project work performed by Transitional Workers may be applied towards the 30% requirement of the DPW-PLA and/or this Policy.

#### **SECTION VI. RESPONSIBILITIES OF BCA, C/S/Es, UNIONS, and JOBS COORDINATOR**

##### 1. BCA Responsibilities:

- a) Monitor and enforce the targeted hiring measures of the DPW-PLA and Policy and issue Notices of Non-Compliance where appropriate.
- b) Review, approve or disapprove submitted Employment Hiring Plans prior to a C/S/E(s)' estimated start of work. Approval of a C/S/E to work on a Covered Project is contingent on the C/S/E(s)' submittal of an approved EHP plan.
- c) Ensure, prior to a C/S/E's approval to work on a Covered Project, its submittal of a duly signed Letter of Assent.
- d) Post local hire status reports on the BCA website (<http://bca.lacity.org>) for Covered Projects.
- e) Report to the Board on a quarterly basis the status of all Covered Projects.
- f) Determine the withhold amount from payment(s) as disputed funds and make recommendation(s) for assessment of Liquidated Damages.

##### 2. Prime Contractor and C/S/Es:

- a) Employment Hiring Plan (EHP): Prime Contractor shall ensure that its C/S/Es (of any tier), at least 20 business days prior to starting their work on the Covered Project, shall submit their plan(s) to the BCA for approval by the BCA Director or his/her designee. Each C/S/E shall also complete an EHP Acknowledgement that describes how it will meet the targeted hiring requirements set forth in the DPW-PLA and Policy. No C/S/E (of any tier) shall be approved to work on a Covered Project without an approved EHP.

- b) **PLA and Policy:** Prime Contractor shall ensure that its C/S/Es (of any tier), prior to start of work, (i) read and understand the requirements of the DPW-PLA and Policy; (ii) submit their Employment Hiring Plans at least 20 business days prior to their subcontractors' start of work and (iii) sign and submit their Letters of Assent prior to start of work. No C/S/E (of any tier) shall be approved to work on a Covered Project without having submitted a signed Letter of Assent.
- c) Prior to start of work on the project, the Prime Contractor shall:
- Recommend a Jobs Coordinator for approval by the BCA.
  - Upon BCA's approval of its Jobs Coordinator, notify its subcontractors (of any tier) who the Jobs Coordinator is.
  - Provide within 10-calendar days upon request by the BCA or its designated representative, documentation of their Jobs Coordinator's qualifications.
- d) The Prime Contractor and its C/S/Es (of any tier) shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Article 7 of the DPW-PLA and the Policy.
- e) **Pre-Job Conference:** The Prime Contractor and its C/S/Es (of any tier), prior to start of work, shall hold a pre-job conference. The purpose of the pre-job conference is to determine craft personnel needs, schedule of work for the contract and all other matters as described in the DPW-PLA and the Policy. All work assignments shall be disclosed by the Prime Contractor and/or C/S/Es (of any tier) at the pre-job conference. Any formal jurisdictional dispute(s) raised under Article 14 of the DPW-PLA must be raised at the pre-job conference upon disclosure of the work assignments. If the Prime Contractor and/or C/S/Es intend to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the Prime Contractor and/or C/S/Es must notify the appropriate affected craft union(s) prior to the commencement of work.
- f) **Craft Request Form:** The Prime Contractor and its C/S/Es (of any tier) shall only use the Craft Request Form (Attachment "C" of the DPW-PLA) and the procedures written therein to request workers from the affected Union(s). All C/S/Es must transmit a concurrent Craft Request transmittal of such request to the Jobs Coordinator.
- g) The Prime Contractor and its C/S/Es (of any tier) must satisfactorily document their contact with the Jobs Coordinator when the Unions have not been able to refer a Local Resident and/or Transitional Worker within the 48-hour window of referral.
- h) The Prime Contractor and its C/S/Es (of any tier) shall maintain proof of transmittal of the Craft Request forms to the Union hiring halls and Jobs Coordinator. Upon request by the BCA or its designated representative, copies shall be provided within 10-calendar days of request.

- i) The Prime Contractor and its C/S/Es (of any tier) shall make available to the BCA or its designated representatives records and information that are deemed relevant to monitoring and enforcement of the provisions of the DPW-PLA and the Policy.
- j) The Prime Contractor and its C/S/Es (of any tier) shall cooperate fully and promptly with any inquiry or investigation the BCA or its designated representatives deem necessary in order to monitor compliance with the provisions of the DPW-PLA and the Policy.
- k) The Prime Contractor and its C/S/Es (of any tier), within 60 calendar days after concluding work on the Covered Project, shall submit to the BCA a verified statement of the number of journeypersons and apprentices who worked on the project, their classifications and the hours worked. (Per California Labor Code 1777.5(e).)

**Upon request of the BCA or its designated representatives, the Prime Contractor and its C/S/Es (of any tier) must provide documentation of their Local Resident, Apprentice and Transitional Workers targeted hiring participation level efforts within 10-calendar days of the request for documentation.**

### 3. Union Responsibilities:

- a) Ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.
- b) Refer Local Residents and/or Transitional Workers requested through the Craft Request Form, regardless of their place on the hiring hall list and normal referral procedures.
- c) Exert their best efforts to recruit and identify Local Residents residing in Tier 1, and then Tier 2 zip code areas, as well as those referred by the Jobs Coordinator for entrance, indentureship into a union apprenticeship program, and assisting such individuals in graduating into eligible journeypersons.
- d) Upon receiving a request from a C/S/E for a Local Resident, exhaust the available list of individuals residing the Tier 1 zip codes before referring an individual residing in the Tier 2 zip codes.
- e) Track retention of Local Residents and/or Transitional Worker apprentices participating in joint Labor/Management apprenticeship programs and provide BCA with the necessary information as requested.

### 4. Jobs Coordinator:

- a) **Criteria for Selecting a Jobs Coordinator:** The Jobs Coordinator plays an integral part in the success of its partners in obtaining the targeted hiring percentages. It is the responsibility of the Prime Contractor to designate a Jobs Coordinator possessing, but not limited to, the following demonstrable experience and qualifications:

- i. Developing, creating, designing and marketing specific programs targeting Local Residents and/or Transitional Workers for construction opportunities at the Covered Project (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).
- ii. Coordinating services for contractors to assist in their local worker, transitional worker and apprentice utilization.
- iii. Educating and assisting contractors on incentives provided by State or federal programs for On-the-Job Training and employer tax credits.
- iv. Conducting orientations, job fairs and community outreach meetings to the local community.
- v. Providing supportive services such as skills training, child care, transportation, education remediation, assistance with union fees and tools.
- vi. Screening and certifying the transitional (formerly known as disadvantaged) status of workers.
- vii. Establishing a referral and retention tracking mechanism for placed local and/or transitional workers and apprentices.
- viii. Networking with the various Work Source Centers, community and faith based organizations and other non-profit entities that provide qualified local workers and/or transitional workers.
- ix. Liaising with the various building trades crafts for referral and placement of local hire and/or transitional workers.

b) Jobs Coordinator Responsibilities. The Jobs Coordinator shall:

- i. Coordinate the local hire referral process with the C/S/Es, Unions, City Work Source Centers, Faith and Community Based Organizations, and other organizations that can provide qualified local hire referrals.
- ii. Certify the Transitional Worker’s status.
- iii. Maintain a database of pre-qualified local residents for referral to work on a Covered Project and/or indentureship into a bona fide Labor/Management apprenticeship program.
- iv. Facilitate relationships among approved apprenticeship programs and the C/S/Es’ to enable prompt referral.
- v. Be the point of contact to provide information about available job opportunities on Covered Projects.

- vi. Educate and provide financial incentives information to the C/S/Es' who hire eligible workers under Work Opportunity Tax Credit (WOTC) and On-the-Job Training (OJT) and other benefits for which a C/S/E may be eligible based on their implementation of the Local Hire requirements.
- vii. Assist the C/S/Es' with their local hire effort documentations and other reports as it relates to their Local Resident and/or Transitional Worker targeted hiring requirements.
- viii. Work closely with BCA staff, the building trades and C/S/Es in achieving the targeted hiring.

**Parties with responsibilities under the DPW-PLA and/or Policy, shall maintain those responsibilities regardless of the performance of the Jobs Coordinator at the tasks described in the DPW-PLA and the Policy.**

### **SECTION VII. COMPLIANCE**

The BCA or its authorized representatives shall determine whether a Prime Contractor and its C/S/Es have complied with the requirements of the DPW-PLA and the Policy. The Prime Contractor is ultimately responsible for it and its C/S/Es (of any tier) compliance with the DPW-PLA and Policy requirements.

1. If, after taking into account all hours of project work performed up to that point in time of the Reporting Period, the targeted hiring requirements of the DPW-PLA and Policy have been satisfied for a Covered Project, then the Prime Contractor and its subcontractors (of any tier) working on that Covered Project shall be deemed to be in compliance.
2. If the targeted hiring requirements of the DPW-PLA and the Policy have not been satisfied for a Covered Project, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/Es (of any tier) have complied with all other requirements of the DPW-PLA and the Policy, and (b) that it and each C/S/E (of any tier) have either (i) satisfied the targeted hiring requirements of the DPW-PLA and this Policy with regard to the project work that it has performed or (ii) satisfactorily demonstrated the following:
  - a) Adherence to procedures contained in its Employment Hiring Plan as approved by the BCA.
  - b) Requests to Unions, through Craft Request Forms, of sufficient numbers of Local Residents and Transitional Workers.
  - c) Documented contact with the Jobs Coordinator in each instance when the relevant Union did not refer qualified Local Residents or Transitional Workers within the 48 hours following the C/S/E's request and the C/S/E's fair consideration of any Local Resident or Transitional Worker subsequently referred by the Jobs Coordinator.
  - d) Accurate records documenting the C/S/E's compliance efforts that include (but not limited to):

- i. A listing by name and address of all local recruitment sources contacted by the C/S/E;
- ii. The date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;
- iii. The number of Local Residents and/or Transitional Workers hires made as a result of the contact;
- iv. The identity and address of the worker(s) hired pursuant to the contact;
- v. Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

### **SECTION VIII. ENFORCEMENT**

The Prime Contractor for every Covered Project agrees:

1. To be liable to the City for Liquidated Damages as provided in this section;
2. That the Prime Contractor and its C/S/Es (of any tier) commitment to comply with the targeted hiring requirements of DPW-PLA and Policy is a material element of the Covered Project;
3. That the failure of the Prime Contractor and its C/S/Es (of any tier) to comply with the targeted hiring requirements will cause harm to the City and the public which is significant and substantial but extremely difficult to quantify. The harm to the City includes the difficult-to-quantify harm that the community and its families suffer as a result of high unemployment and concentrated poverty;
4. Liquidated Damages: Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, Construction Contracts shall have provisions establishing liquidated damage to be assessed as follows:
  - a) The Prime Contractor shall pay liquidated damages equal to the average journeyman project wage for each hour the Covered Project fell short of the targeted hiring, or \$500 per day, whichever is greater.
  - b) If the Covered Project's targeted hiring requirements are out of compliance during any Reporting Period, the Prime Contractor shall meet with the BCA to develop a plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance or Liquidated Damages shall be withheld.
  - c) Before Liquidated Damages are sought, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.
  - d) Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found

to be in compliance, the Covered Project contract is terminated, or the Covered Project is completed.

- e) Should the Covered Project be terminated or completed before the Prime Contractor is found to be in compliance, recommendation shall be made to the Board to assess Liquidated Damages and the amount of the Liquidated Damages shall be returned to the fund from whence they came.

5. Liquidated Damages Appeal:

- a) The Prime Contractor may appeal the assessment of Liquidated Damages before the Board. Prior to the Board hearing to address assessment of Liquidated Damages, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.
- b) The Prime Contractor must request an appeal in writing within 10-calendar days of receipt of the Liquidated Damages assessment summary. At the Board hearing to determine assessment of Liquidated Damages, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section VII of the Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

- 6. Termination of Contract(s): Consistent, substantial violations of the DPW-PLA and/or Policy by any Prime Contractor and/or C/S/E may result in a recommendation to the Board that the contract of the offending Prime Contractor and/or C/S/E be terminated per Section 00405 of the Master General Conditions.

**SECTION IX. APPLICABLE LAW AND SEVERABILITY**

The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

"Policy"

DEPARTMENT OF PUBLIC WORKS

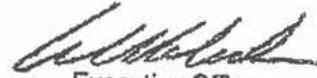
BUREAU OF CONTRACT ADMINISTRATION

Report No. 1

November 29, 2010

CD Nos.: All

ADOPTED BY THE BOARD  
PUBLIC WORKS OF THE CITY  
of Los Angeles California  
AND REFERRED TO THE MAYOR  
NOV 29 2010

  
Executive Officer

REQUEST TO APPROVE THE DEPARTMENT OF PUBLIC WORKS PROJECT LABOR AGREEMENT AND PUBLIC WORKS INFRASTRUCTURE STABILIZATION POLICY

RECOMMENDATIONS

1. Approve the Department of Public Works (DPW) Project Labor Agreement (PLA).
2. Approve the Public Works Infrastructure Stabilization Policy.
3. Authorize staff to begin a six month pilot period that will enable all contractors working on a DPW-PLA project to submit their certified payrolls through the On-Line Certified Payroll System (OCPS).
4. Request the Board of Public Works to submit the DPW-PLA, including the Fiscal Impact Report for additional staff, and the Public Works Infrastructure Stabilization Policy to the City Council for their consideration.

TRANSMITTALS

1. Fiscal Impact Report.
2. Council Motion dated March 14, 2006 (Council File 03-0708).
3. Council Motion dated June 22, 2007 (Council File 06-1774).
4. Council Motion dated April 28, 2009 (Council File 09-0963).
5. Council Action dated July 31, 2009, to develop a Public Infrastructure Stabilization Ordinance (Council File 09-0963).
6. Draft of the tentative Department of Public Works Project Labor Agreement.
7. Draft of the Public Works Infrastructure Stabilization Policy.

FISCAL IMPACT

Due to the local hire and apprenticeship requirements associated with the number of projects that will qualify under the proposed DPW-PLA the Bureau of Contract Administration (BCA) will require additional staff to properly and effectively implement, monitor, and report on the targeted hiring percentages for local residents, apprentices, and disadvantaged workers.

The staffing requirements include one (1) Management Analyst II, three (3) Management Analyst I, and one (1) Senior Clerk Typist (Transmittal No. 1).

These positions will be reimbursed through labor charges to the projects that are covered by the departmental PLA. Estimated annual costs of this program are below:

Salaries:	\$344,414
Expense:	\$ 8,735
Overhead at 96.11%:	\$326,210
Related Costs:	\$230,383
Total:	\$909,742

DISCUSSION

*Background*

The DPW's overarching mission is "...to improve the quality of life for City residents through responsive, efficient, and effective delivery of services to every neighborhood..."

The DPW seeks to accomplish this mission through its strategic Capital Improvement Program (CIP) by transforming or building the City's infrastructure into high-quality, energy efficient and environmentally smart edifices. Because of the critical nature of these projects, the DPW wants to ensure safety, timely project delivery, quality construction, a fair and consistent contracting environment, and opportunities for all stakeholders involved in the process.

In recent years the City 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. Council Actions and Motions (Transmittal Nos. 2 - 5) express the City's desire to provide local residents with apprenticeship opportunities in its Public Works construction projects. On July 29, 2009, the City Council adopted the actions under CF 09-0963 (Transmittal No. 5) directing the DPW, with the assistance of the Office of the City Attorney, to develop a Public Infrastructure Stabilization Ordinance. The core of this motion was to address unemployment and underemployment in concentrated poverty neighborhoods and to advance the skills of the local labor pool, especially the youth.

In a public meeting conducted on April 14, 2010, the Board of Public Works authorized the Bureau of Contract Administration to finalize negotiations related to a Department of Public Works Project Labor Agreement (Transmittals Nos. 6 and 7). The Board directed staff to

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finalize an agreement that captured the Department's overarching mission and addressed the following components: project delivery; local and disadvantaged worker participation; apprenticeship participation and graduation; workforce referral and development; and an Agreement term that maximizes the benefits of these components.

*Negotiation Summary Report*

*Project Delivery*

- Parties to the DPW-PLA are required to constantly maintain a safe 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 slow down, and standardized dispute resolution language to resolve worker or contractor disputes.
- 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 Disadvantaged Worker Participation*

- At least 30% of total work hours shall be performed by Local Residents residing within the targeted areas of the City.
- At least 10% of total work hours shall be performed by Disadvantaged Workers residing within the City. The hours worked may be applied towards the 30% Local Residents targeted hiring percentage.

*Apprenticeship Participation*

- At least 20% of total work hours will be performed by apprentices.
- Residents in the targeted areas of the City will perform 50% of all apprenticeship hours worked on the Project.
- An apprentice who begins his/her period of apprenticeship as a City resident in the targeted areas will retain that status for the entire apprenticeship, regardless of any changes in the apprentice's residence provided the Union submit to BCA the necessary identifying information to enable the tracking of such apprentices.

*Workforce Referral and Development*

- The Unions will exert their best efforts to recruit and identify Local Residents and/or Disadvantaged Workers of the City and assist individuals in qualifying and becoming eligible for joint labor/management apprenticeship programs.
- The Unions will work cooperatively with the City, 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.

- Unions shall track retention of apprentices hired through this program so long as those Apprentices participate in a joint labor/management apprenticeship program.
- The Unions will submit quarterly reports to the BCA on the retention and graduation of the participants.
- The Parties agree to support the development and graduation of local and/or disadvantaged workers and apprentices that reside within the targeted areas.

*Term*

- The 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 five (5) years.
- Upon request by either Party or by mutual consent, the Parties will meet to discuss the application of and their experience with the PLA. As a result of such meeting(s), the Parties may, but shall not be obligated to, mutually agree to amendments or modification of the PLA.
- 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.

*Parameters*

- Covered Projects are those identified in the Five-Year Public Infrastructure Program Series List (PIPS). Please see Transmittal No. 6 (Attachment E).
- Any covered Project awarded during the term of this PLA shall continue to be covered until completion of the Project, notwithstanding the expiration date of the PLA.

***Departmental PLA Monitoring and Reporting***

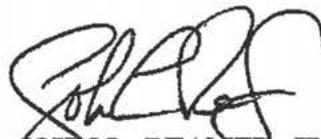
The BCA will actively monitor and report on the targeted hire progress for each covered project. This reporting process will include a quarterly report before the Board regarding progress and success.

( HRS - HC - WFB )

Report prepared by:

J. Ramirez / L. Chu

Respectfully submitted,

  
JOHN L. REAMER, JR.  
Inspector of Public Works

Office of Contract Compliance  
Hannah Choi, Program Manager  
213-847-2677

JLR:bes  
req to approve dpw pla  
T,C,OCC,L,Clerical,File