

COMMUNITY WORKFORCE AGREEMENT  
FOR THE  
INGLEWOOD TRANSIT CONNECTOR PROJECT

Dated as of: April 5, 2022

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## COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (this "Agreement") is entered into by and between the City of Inglewood (the "City"), the Los Angeles/Orange Counties Building and Construction Trades Council (the "Council"), and the Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the Project and the developer entity to be selected for the Project and its successors or assigns ("Prime Contractor") and for the craft employees represented by the Unions engaged in the Project (as defined below). The City, Council and Unions are hereinafter referred to, as the context may require, as "Party" or "Parties."

The Prime Contractor shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work (as defined in Section 2.2 below) to be awarded by the Prime Contractor and shall require each Contractor at whatever tier, to execute and deliver a Letter of Assent (a form of which is attached as "Attachment A") as required in Section 2.6(c) of this Agreement.

### ARTICLE 1 DEFINITIONS

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Center" has the meaning set forth in Section 3.6.

Section 1.4 "Community Workforce Coordinator" means a person selected from staff or an independent entity acting on behalf of the Owner, which shall assist in monitoring compliance with this Agreement.

Section 1.5 "Contractor" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a construction contract with the Prime Contractor or any of its subcontractors of any tier, with respect to the construction of any part of the Project.

Section 1.6 "Core Employees" has the meaning set forth in Section 3.7.

Section 1.7 "DBFOM Contract" means the contract to be entered into between the Owner and the Prime Contractor under which the Prime Contractor will design, build, finance, operate and maintain the Project.

Section 1.8 "Federal Requirements" has the meaning set forth in Section 11.2.

Section 1.9 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Prime Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.10 "JPA" means the Joint Powers Authority the City intends to form, in partnership with Los Angeles County Metropolitan Transportation Authority, pursuant to Government Code sections 6500 *et. seq.*, which will assume ownership of and primary responsibility for the Project following procurement and selection of the entity to design, build, finance, operate and maintain the Project.

Section 1.11 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to Owner before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.12 "Local Residents" has the meaning set forth in Section 3.5(a)(i).

Section 1.13 "Master Labor Agreements" or "MLA" as used in this Agreement means the local collective bargaining agreements of the Unions having jurisdiction over the Project Work and which have signed this Agreement, as such agreements may be changed or updated from time to time.

Section 1.14 "Owner" means the City until City's assignment and transfer of the DBFOM Contract to JPA, and thereafter, JPA.

Section 1.15 "Participation Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.16 "Passenger Service Availability" has the meaning set forth in Section 2.5(a).

Section 1.17 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

Section 1.18 "Project," or "Project Work" means the construction work to be performed on Inglewood Transit Connector project, as more fully described in Article 2 below.

Section 1.19 "Targeted Hiring Goals" has the meaning set forth in Section 3.5(a).

Section 1.20 "Transitional Workers" has the meaning set forth in Section 3.5(a)(ii).

Section 1.21 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work. This Agreement does not apply to any construction work

that may be performed during the operations and maintenance phase of the Project as identified in the DBFOM Contract.

Section 2.2 Project Defined

(a) The proposed Project consists of an approximately 1.6-mile elevated dual-lane automated transit system. The construction work expected to be performed on the Project includes the grading, excavation, roadway improvements, landscaping and the construction of a guideway, transit stations, vertical circulation elements, passenger walkways, a maintenance and storage facility, power distribution system sub-stations and pick-up and drop-off areas. The Project site is located in Inglewood, California.

(b) This Agreement shall apply to the demolition, grading, excavation, construction, and installation work as more fully described in the specifications for the Project, performed by those Contractors of whatever tier that have contracts awarded for such work, all of which is hereinafter referred to as the "Project" or "Project Work."

Section 2.3 The Owner has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. It is further understood by the Parties that Owner may at any time, and at its sole discretion, terminate, delay, suspend, remove, modify, or add to any and all portions or segments of the Project, at any time. Should any portion of the Project be terminated, delayed, suspended or removed, and subsequently built, such portions of the Project shall remain covered under the terms and conditions of this Agreement. Owner may also, in its sole discretion, add other projects not described herein to be built under the terms and conditions of this Agreement, upon written notice to the Council.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than the Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

(a) Work of any kind performed at any time after achievement of passenger service availability ("Passenger Service Availability"), as evidenced by issuance of certificate of Passenger Service Availability under the DBFOM Contract.

(b) Work of non-manual employees, including, but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, architectural, administrative, supervisory and management employees;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site, are within the scope of this Agreement;

(d) All employees of Owner, Community Workforce Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants

for Owner (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) performing under the wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Such exception shall also specifically include Project Work described using such terms as "quality control" or "quality assurance." Project Work shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, City, Owner or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City, Owner or its Contractors (for work for which is not within the scope of this Agreement). For the avoidance of doubt, utilities include, but are not limited to, water, gas, electric, telecom, cellular, CATV, broadband and internet;

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) Non-construction support services contracted by Owner, Community Workforce Coordinator, or Contractor in connection with this Project;

(h) Any warranty, repair or maintenance work including work performed by employees of an Original Equipment Manufacturer ("OEM") or other vendor, after the initial installation by the Unions of the OEM's or vendor's equipment;

(i) All hauling from and delivery to the Project and deliveries of all materials required to complete the Project, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material, ready-mix materials and construction debris for use within the Project shall be covered by this Agreement;

(j) Off-site laboratory work for testing;

(k) On-going maintenance, janitorial, and security services;

(l) All cleaning of temporary toilets and servicing of same, trash and dumpster delivery and servicing of the same;

(m) All work related to pre-opening events and activities, marketing activities and Project sponsored community and public events in any portion of the Project; and

(n) Work on the Project performed as a result of a threat to life, limb, or property or other emergency or circumstances requiring immediate action.

In addition, it is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the manufacturer's personnel. The Unions agree to install such material, equipment

and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or technical equipment or systems requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel. If a warranty on the manufacturer's specialty or technical equipment or systems requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by any such certified contractor. The Prime Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative.

#### Section 2.6 Awarding of Contracts

(a) Owner and the Prime Contractors have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

(b) Nothing in this Agreement shall be construed to limit the right of any of the Contractors to select the lowest bidder such Contractor deems qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Contractors.

(c) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for Project Work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the DBFOM Contract, the Contractor 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 on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

Section 2.7 Coverage Exception This Agreement shall not apply if the Owner receives funding or assistance from any Federal, State, local or other public entity for the DBFOM Contract, and if a requirement, condition or other term of receiving that funding or assistance, at Inglewood Transit Connector

the time of the awarding of the contract, is that the Owner not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. In such case, the Parties shall discuss how to achieve compliance with the remainder of this Agreement while complying with such governmental requirements.

#### Section 2.8 Master Labor Agreements

The provisions of this Agreement, including the MLAs, which are the local Master Labor 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. This Agreement is not intended to supersede the MLAs between any of the Contractors performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such MLAs, in which event the provisions of this Agreement shall apply. However, such priority given to this Agreement does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with "Work Stoppages and Lock-Outs", "Work Assignments and Jurisdictional Disputes", and "Settlement of Grievances and Disputes" set forth in this Agreement shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 9.

It is understood that this Agreement, together with the referenced MLAs, constitute a self-contained, stand-alone agreement as to the signatories to the MLAs, and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Prime Contractor to have each of its Contractors sign any relevant documents with the appropriate Union prior to the Contractor beginning work on the Project.

Section 2.9 Binding Signatories Only This Agreement shall only be binding on the Parties hereto and the parties that have signed the Letter of Assent, and shall not apply to the parents,



affiliates, subsidiaries, or other ventures of any Party or signatory to the Letter of Assent, unless signed by such parents, affiliates, subsidiaries, or other ventures.

**Section 2.10 Other City Work** Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

**Section 2.11 Separate Liability** It is understood that the liability of each Party under this Agreement shall be several and not joint. Each Party shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute involving Party(ies) with respect to compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties of any other Party to this Agreement not involved in such dispute. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City, the Owner, the Contractor, and/or any other contractors.

**Section 2.12 Completed Project Work** Upon achieving the Passenger Service Availability, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Owner or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the Owner.

### ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

**Section 3.1 Recognition** The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work. The Parties acknowledge that the collective bargaining relationship established between any Contractor and Union is a "pre-hire" relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any pre-existing Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Project. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

**Section 3.2 Contractor Selection of Employees** The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

**Section 3.3 Referral Procedures**

(a) For the Unions that have a job referral system contained in a MLA, the Contractor agrees to comply with such system and such system shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be

operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into Joint Labor/Management Apprenticeship Programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on the Project to any other contractor.

**Section 3.4 Non-Discrimination in Referral, Employment, and Contracting** The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

**Section 3.5 Targeted Hiring Goals**

(a) The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Residents and Transitional Workers, as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of Local Residents for Project Work as follows:

(i) The Parties hereby establish a goal that 35% of all construction labor hours worked on the Project shall be from area residents in the following order:

first, area residents residing within those first tier zip codes which overlap the City of Inglewood's boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as Annex 1 to Attachment B;

second, area residents residing within a (10) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Annex 1 to Attachment B; and

third, area residents residing within the remainder of the County of Los Angeles

(collectively, the "Local Residents").

(ii) Separate and apart from the 35% goal for Local Residents, the Parties hereby establish a separate goal that 10% of all construction labor hours worked on the Project shall be from Transitional Workers. "Transitional Workers" are defined as workers who face at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran; (9) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in an apprenticeship program; or (10) graduates from the Building Trades Multi-Craft Core Curriculum (MC3) program.

(iii) Any Local Resident that is also a Transitional Worker and vice versa will be counted towards both goals set forth in paragraphs (i) and (ii) above.

(The goals set forth in this Section 3.5(a)(i) and (ii) are collectively referred to as the "Targeted Hiring Goals").

(b) To facilitate the dispatch of the Local Residents and Transitional Workers to satisfy the Targeted Hiring Goals, all Contractors will be required to utilize the Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for the Project, a sample of which is attached as Attachment B. When such workers are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

Section 3.6 Helmets to Hardhats The Contractors 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 Prime Contractor 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. For purposes of this Agreement the term "Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. The Unions and Prime Contractor agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to Veterans for bona fide, provable past experience.

### Section 3.7 Core Employees

(a) Contractors which are not independently signatory to a Master Labor Agreement may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second

employee through the referral system, and so on until a the Contractor has employed a maximum of five (5) core employees in its workforce ("Core Employees"), thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of Core Employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The Core Employees shall be comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any Project Work, each Contractor shall provide a list of its Core Employees to the Council. Failure to do so will prohibit the Contractor from using any Core Employees. Upon request by any Party to this Agreement, the Contractor hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Council.

**Section 3.8 Time for Referral** If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

**Section 3.9 Lack of Referral Procedure** If a Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired.

**Section 3.10 Union Membership** Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 3.10 is intended to supersede independent requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.11 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen The selection of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

#### ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to the Project site, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each Union shall have the right to dispatch a working journey person as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor,

and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

## ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

### Section 5.2 Benefits

(a) All Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA to which they are a party and make all employee-authorized deductions in the amounts designated in such MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the term of this Agreement may be added.

(b) The Contractor 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 Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may file a stop notice requesting that Owner or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour).

## ARTICLE 6 WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, boycott, pamphleting, bannering, lockout, withholding of work, refusal of work, sick out, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or relating to the negotiation or renegotiation of local MLAs or disputes directed at contractors not performing Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the Owner, the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce Owner or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLAs If the MLA, 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 6.1 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 at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor 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 Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the Owner's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and Owner. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and Owner, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. Owner shall promptly order the involved Contractor(s) to cease any violation of the Article.



Section 6.7 Withholding of services for failure to pay wages and fringe benefits

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 Contractor who:

- (a) fails to timely pay its weekly payroll; or
- (b) fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to Owner. Union will meet within the ten (10) day period to attempt to resolve the dispute.

Upon the payment of the delinquent Contractor 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 Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party which the Parties agree is an intended beneficiary of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.4 is alleged.

(a) The Party invoking this procedure shall notify Louis Zigman who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the 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, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. 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 or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.4 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in paragraph (g) below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an 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 Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under paragraph (d) above, all Parties waive the right to a hearing and agree that such proceedings may be ex parte with at least twenty-four (24) hours' notice of the time and place. 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 award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

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

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## ARTICLE 7 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Contractor 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.

Section 7.2 The Plan All jurisdictional disputes on this Project between or among the Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the North America's Building Trades Unions or any other plan or method of procedure that may be adopted in the future by North America's Building Trades Unions. Decisions rendered shall be final, binding, and conclusive on the Contractors and the Unions.

Section 7.3 Arbitrators If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5 of the Plan from a list composed of John Kagel,

Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.4 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.5 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 7.6 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

## ARTICLE 8 MANAGEMENT RIGHTS

Section 8.1 Contractor and Owner Rights The Contractors and Owner have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility to hire, promote, layoff, suspend, discipline, or discharge employees (for good cause);
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Utilize, in accordance with Owner approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (e) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work.

There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

**Section 8.2 Specific Owner Rights** In addition to the following and other rights of Owner enumerated in this Agreement, Owner expressly reserves its management rights and all the rights conferred on it by law. Owner's rights (and those of the Contract Administrator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of Owner's Project facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities.
- (d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and
- (e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

**Section 8.3 Use of Materials** There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. Owner shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

**Section 8.4 Special Equipment and Warranties**

(a) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(b) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of

work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

## ARTICLE 9 SETTLEMENT OF GRIEVANCES AND DISPUTES

### Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the City, Owner and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be submitted to an arbitrator in accordance with the provisions of Step 3.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

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

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.4, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The Contractor involved shall notify Owner of all actions at Steps 2 and 3. The Parties acknowledge that Owner may, in its sole discretion, designate an Owner staff member to participate fully as a party in all proceedings at such steps.

## ARTICLE 10 REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health,

employment, and applications for employment. All employees shall comply with the safety regulations established by the City, Owner, the Prime Contractor or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that Owner shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to Owner procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance The Parties agree that Owner will monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring will include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2. All complaints regarding possible prevailing wage violations shall be referred to Owner for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

Section 10.4 Violations of Law That Parties agree and acknowledge that, based upon a finding of violation by Owner of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, Owner, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. The Parties further agree and acknowledge that, in accordance with the DBFOM Contract between Owner and the Prime Contractor, Owner may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

## ARTICLE 11 SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 11.1 Drug and Alcohol Testing Policy The Parties 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 C and which shall be the policy and procedure utilized under this Agreement.

Section 11.2 Federal Regulations Contractors shall comply with the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations (49 CFR Part 655) and the Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) (collectively, the "Federal Requirements") to the fullest extent applicable to the Contractors, including, without limitation, the "contractors" that have "covered employees" that perform "safety sensitive functions" as such terms are defined in the regulations aforementioned. To the extent there is any conflict between the Federal Requirements and the policy in Attachment C, the Federal Requirements shall prevail. However, in the event the Federal Requirements or the

policy in Attachment C has more stringent requirements than the other without any conflict, then the Parties shall comply with the more stringent requirements.

Section 11.3 Emergency It will not be a violation of this Agreement, when a Contractor considers it necessary to shut down to avoid the possible loss of human life because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Contractor requests employees to stand by, the employees will be compensated for the stand by time.

## ARTICLE 12 APPRENTICES

Section 12.1 Importance of Training 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 local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Joint Labor/Management Apprenticeship Program and/or training programs in the construction industry leading to participation in such apprenticeship programs. The Council will work cooperatively with the City and Owner 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 Joint Labor/Management Apprenticeship Program maintained by the Unions.

### Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. Owner shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.



(d) 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 Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

### ARTICLE 13 PRE-JOB CONFERENCES

The Prime Contractor which is awarded the DBFOM Contract by the Owner for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing Project Work. All Contractors who have been awarded contracts by the Prime Contractor shall attend the Pre-Job conference. The Council and the Community Workforce Coordinator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the Contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the Community Workforce Coordinator shall be promptly notified. Prime Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

### ARTICLE 14 WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the area residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these area residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified area residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by the Unions; and

(b) Assist area residents in contacting pre-apprenticeship programs that utilize the Building Trades Multi-Craft Core Curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist area residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade,

including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide area residents for work on this Project; and

(c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

## ARTICLE 15 SAVINGS AND SEPARABILITY

**Section 15.1 Savings Clause** It is not the intention of the Parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

**Section 15.2 Effect of Injunctions or Other Court Orders** The Parties recognize the right of the Owner to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. In such case, the Parties will discuss how to achieve compliance with the remainder of this Agreement while complying with such governmental requirements.

## ARTICLE 16 WAIVER; RELEASE

**Section 16.1 Waiver** A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

**Section 16.2 Release** The Parties agree and acknowledge that the City will assign and transfer the DBFOM Contract to JPA on or prior to the financial close planned for the Project. Upon such transfer, "Owner" for purposes of this Agreement shall mean JPA, and the City shall be fully and unequivocally released from this Agreement. Each of the Prime Contractor, Council and Union shall fully release, waive and hold harmless the City as well as any directors, members, officers and employees of the City from any and all liability directly or indirectly arising out of or in connection with this Agreement.

ARTICLE 17  
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18  
DURATION OF THE AGREEMENT; ENTIRETY OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after April 5, 2022, and shall remain in effect until Passenger Service Availability.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed substantially complete when such phase, portion, section, or segment has been confirmed as substantially complete by Owner. As areas and systems of the Project are inspected and construction-tested and certified as substantially complete by Owner, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by Owner to repair defective work as required by its contract(s) with Owner.

(b) Notice of any certificate of Passenger Service Availability received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Such certification may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is certified by Owner as being complete. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of Owner pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by Owner, will be available from the Community Workforce Coordinator.

Section 18.3 Entirety of the Agreement The Parties agree that the total results of their bargaining are embodied in this Agreement and no Party is required to render any performance not set forth in the wording of this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement.

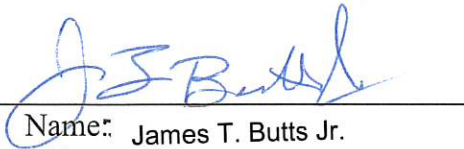
*[Signature Pages to Follow]*

IN WITNESS whereof the Parties have caused this Agreement to be executed as of the date and year above stated.

CITY OF INGLEWOOD

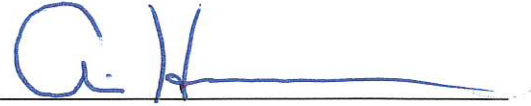
LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION TRADES  
COUNCIL

By:



Name: James T. Butts Jr.  
Title: Mayor of Inglewood

By:



Name: Chris Hannan  
Title: Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

*Eddy Rena*

Boilermakers (Local 92)

*Luis Miramontes NG*

Bricklayers & Allied Craftworkers (Local 4)

*[Signature]*

Cement Masons (Local 600)

*[Signature]*

Electricians (Local 11)

*Joel Barton* EGB 2/23/22

Elevator Constructors (Local 18)

*[Signature]*

Gunitite Workers (Local 345)

DocuSigned by:  
*Ed Kam (Gunitite)*  
237F06FA8B5108

Iron Workers (Reinforced – Local 416)

*[Signature]*

Iron Workers (Structural – Local 433)

*[Signature]*

District Council of Laborers

DocuSigned by:  
*[Signature]*  
25151D0758AB44A

Laborers Local 300

DocuSigned by:  
*Sergio Rascon (IUMR 300)*  
5D9520D1C3F9449

Laborers (Local 1184)

DocuSigned by:  
*[Signature]*  
3669A3D2C82940C

Operating Engineers (Local 12)

*Ronald J. Sidorshi*

Operating Engineers (Local 12)

*[Signature]*

Operating Engineers (Local 12)

*[Signature]*

Painters & Allied Trades DC 36

*Luis Roberto*

Pipe Trades (Pipefitters Local 250)

*Ben Carter*

Pipe Trades (Local 345)

*[Signature]*

Pipe Trades (Plumbers Local 78)

*[Signature]*

Pipe Trades (Sprinkler Fitters Local 709)

*[Signature]*

Plasterers (Local 200)

*[Signature]* 6/29/22

Plaster Tenders Local (1414)

DocuSigned by:  
*Vince Uribe*  
4F23C8D5CC8D4E9

Roofers & Waterproofers (Local 36)

*[Signature]*

Sheet Metal Workers (Local 105)

*[Signature]*

Teamsters (Local 986)

*[Signature]*

Southwest Regional Council of Carpenters

*[Signature]*

**ATTACHMENT A – LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the Community Workforce Agreement (the "Agreement") prior to commencing work on the Inglewood Transit Connector Project (the "Project").

[Contractor's Letterhead]  
City of Inglewood  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [*name of company*] agrees to be party to and bound by the Agreement, effective \_\_\_\_\_, 202\_, as the Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by the Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [\_\_\_\_\_] ]  
Name and Title of Authorized Executive

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

Project Name: \_\_\_\_\_

[Copies of this letter must be submitted to the Owner and to the Council.]

**ATTACHMENT B**

**CITY OF INGLEWOOD  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for Inglewood Transit Project ("Project"). After faxing your request, please call the Union Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The Community Workforce Agreement for the Project establishes a goal that 35% of all construction labor hours worked on the Project shall be from area residents in the following order:

first, area residents residing within those first tier zip codes which overlap the City of Inglewood's boundaries, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Annex 1";

second, area residents residing within a (10) mile radius from City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Annex 1"; and

third, area residents residing within the remainder of the County of Los Angeles.

Separate and apart from the 35% goal for local residents, the Community Workforce Agreement for the Project establishes a separate goal that 10% of all construction labor hours worked on the Project shall be from Transitional Workers. "Transitional Workers" are defined as workers who face at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran; (9) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in an apprenticeship program; or (10) graduates from the Building Trades Multi-Craft Core Curriculum (MC3) program.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ Fax# (\_\_\_\_) \_\_\_\_\_ Date: \_\_\_\_\_  
**Cc:** Community Workforce Coordinator  
**From:** Company: \_\_\_\_\_ Issued By: \_\_\_\_\_  
 Contact Phone: (\_\_\_\_) \_\_\_\_\_ Contact Fax: (\_\_\_\_) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Classification of Worker (Local Resident; Transitional Workers)	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED = _____</b>					

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

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_ On-site Fax: \_\_\_\_\_

Comment or Special Instructions: \_\_\_\_\_



**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKERS	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

**ANNEX 1 TO ATTACHMENT B**

**LOCAL RESIDENT ZIP CODES**

(TIER 1)

CITY RESIDENTS

90301, 90302, 90303, 90304, 90305, 90306, 90307, 90308, 90309, 90310, 90311, 90312

(TIER 2)

90001	90034	90069
90002	90035	90070
90003	90036	90071
90004	90037	90073
90005	90038	90074
90006	90043	90075
90007	90044	90076
90008	90045	90079
90009	90046	90080
90010	90047	90081
90011	90048	90082
90012	90049	90083
90013	90051	90084
90014	90052	90086
90015	90053	90087
90016	90054	90088
90017	90055	
90018	90056	90089
90019	90057	90093
90020	90058	90094
90021	90059	90095
90023	90060	90096
90024	90061	
90025	90062	90099
90026	90064	90189
90029	90066	90202
90030	90067	90209

90210	90302
90211	90303
90212	90304
90213	90305
90220	90306
90221	90307
90222	90308
90223	90309
90224	90310
90230	90311
90231	90312
90232	90401
90233	90403
90245	90404
90247	90405
90248	90406
90249	90407
90250	90408
90251	90409
90254	90410
90255	90411
90260	90501
90261	90502
90262	90503
90266	90504
90267	90506
90270	90507
90277	90508
90278	90509
90280	90510
90291	90746
90292	90747
90293	90749
90294	
90295	
90296	
90301	

(TIER 3)

THE REMAINING ZIP CODES IN LOS ANGELES COUNTY

## ATTACHMENT C

### LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

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 workplace and to maintain a drug and alcohol-free work environment, individual Contractors 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 Contractor's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
2. No Contractor may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Contractor 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 CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the CWA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.
4. A Contractor who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) 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 Contractor 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 Contractor 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. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

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

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

e. 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 Contractor 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 Contractor may require a third test.

f. 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.

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

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

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

h. 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 Contractors will be allowed to conduct periodic jobsite 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 fifteen (15) 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 (2) periodic tests may be performed in a twelve (12) 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 Contractor 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 CWA.

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

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

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

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



## APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylcegonine)	150ng/ml <sup>3</sup>	Benzoylcegonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100ng/ml 100ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100ng/ml 100ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoylcegonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylcegonine).

<sup>4</sup> Methylenedioxymethamphetamine (MDMA)

<sup>5</sup> Methylenedioxyamphetamine (MDA)

Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

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

It is hereby agreed between the parties hereto that a Contractor 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.