

COUNTYWIDE COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

**THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS**

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PURPOSE

The purpose of this Countywide Community Workforce Agreement (“CWA” or “Agreement”) is to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, and to maximize the economic development opportunities for residents and businesses located within the County of Los Angeles ("County"), thereby promoting the public interest in assuring timely and economical completion of construction projects covered by this Agreement ("Covered Projects").

WHEREAS, the County is contemplating that, during the term of this Agreement, the County will likely proceed with the construction of Covered Projects; and

WHEREAS the construction of such Covered Projects will be of the utmost importance to the County and the general public of the County; and

WHEREAS, the work on such Covered Projects will require maximum cooperation between the Parties to this Agreement, as well as with the contractors selected to perform the work covered under this Agreement; and

WHEREAS, both the County and the Unions intend to maximize local economic development by ensuring equity and economic inclusion through comprehensive workforce and business development strategies and partner coordination; and

WHEREAS, this Agreement reflects a commitment by all Parties to the diversity in the workforce hiring; and

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the County and the Unions to directly combat poverty and unemployment; and

WHEREAS, the County and the Unions are both committed to contribute to the economic development of the community through the inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) firms in the execution of Covered Projects; and

WHEREAS, the County and the Unions are both committed to eliminating barriers and challenges to open competition and growth for LSBE, DVBE, and SE firms performing work on Covered Projects; and

WHEREAS, the County and the Unions are both committed to eliminating barriers and increasing the hiring and employment in the construction trades of Local Residents and Targeted Workers, including creating more opportunities for women and minorities to have craft labor careers in the construction trades; and

WHEREAS, the Contractors/Subcontractors/Employers (“Contractors”) and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on Covered Projects by the Contractors, and further, to encourage close cooperation

among the Contractors and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work covered by this Agreement, including those to be represented by the Unions and any other craft labor organization which is signatory to this Agreement employed by Contractors who are signatory to agreements with said labor organizations; and

WHEREAS, it is recognized that Covered Projects will engage multiple contractors and bargaining units on Covered Project sites at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the County, the Unions, Contractors, and workers would be best served if future Covered Projects proceed in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

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

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

ARTICLE 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement, which meets the definition of a "project labor agreement" pursuant to California Public Contract Code §2500, *et. seq.*

1.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in a Joint Labor/Management Apprenticeship Program ("Apprenticeship Program") approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3 "Board" means the Los Angeles County Board of Supervisors, acting in their capacity as the governing authority of the County.

1.4 "California Construction Labor Hours" means all craft worker hours performed on a Covered Project by California residents, excluding the hours performed by inspectors, off-site material fabricators, designers, project office staff, or vendors.

1.5 "Construction Contract" means the contract with a prime Contractor for the construction of a Covered Project.

1.6 "Contractor/Subcontractor/Employer" ("Contractors") means the prime Contractor and all subcontractors and owner operators of any tier, with respect to work performed within the

scope of a Construction Contract. Contractors may bid for and be awarded work within the scope of a Construction Contract for a Covered Project without regard as to whether the Contractors are otherwise a party to any Union collective bargaining agreement.

1.7 “Core Employee” as used in this Agreement shall mean an employee whose name appeared on the Contractor’s active payroll for sixty (60) working days out of the last one hundred (100) working days immediately before the award of work within the scope of a Covered Contract to the Contractor, who possesses any license and meets all standards required by state or federal law for the work to be performed; and who has the ability to safely perform the functions of the applicable trade; and who has worked at least two-thousand (2,000) hours in the construction craft in which they are employed during the prior four (4) years.

1.8 “County” means the County of Los Angeles and its Departments, Commissions, and Agencies delivering the proposed Covered Projects.

1.9 “Covered Project” means a County construction project that meets one or more of the criteria specified in 1.9.1, below, and which does *not* meet one or more of the criteria specified in 1.9.2, below.

1.9.1 A County construction project shall be considered a “Covered Project” if it meets one or more of the following criteria and does not meet one or more of the criteria specified in 1.9.2, below:

- (a) The Board is advised by the relevant County department prior to solicitation for the construction that the construction project has an estimated construction contract value of \$5,000,000 or greater.
- (b) Prior to the bid advertisement date or request for proposals release date for the construction of a project, the Board determines, in its sole discretion, that it wishes to include a County construction project as a Covered Project even though that project does not have an estimated construction contract value of \$5,000,000 or greater.

1.9.2 A County construction project shall not be considered a “Covered Project” if it meets one or more of the following criteria:

- (a) The construction project is being let due to an emergency, declared by the United States, or by the State of California, or by the Board, or by the Director of Public Works.
- (b) The construction project is for the construction of supportive, interim, and/or affordable housing.
- (c) The construction project is being performed using Job Order Contracts.
- (d) The project was determined to be a Covered Project, but the Board subsequently cancelled the project.

1.10 “Current Prevailing Wage Determination” means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Contractor.

1.11 “Disabled Veteran Business Enterprise” or “DVBE” shall mean: (1) A business which is certified by the State of California as a disabled veteran business enterprise; or (2) A business which is verified as a service-disabled veteran-owned small business by the Veterans Administration.

1.12 “Jobs Coordinator” means an individual or entity contracted or employed by a Contractor to facilitate implementation of the Local and Targeted Worker Hiring Policy (LTWHP) and carry out other duties required by the Agreement.

1.13 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.14 “Letter of Assent” means the document which formally binds each Contractor to adherence to all the forms, requirements, and conditions of this Agreement that each Contractor (of any tier) must sign and submit to the County’s designated office and to the Council prior to beginning any work covered by this Agreement. The form Letter of Assent is attached as Attachment A.

1.15 “Local and Targeted Worker Hiring Policy” or “LTWHP” means, for each construction project, the policy adopted by the County’s Board of Supervisors a copy of which is attached hereto as Attachment D.

1.16 “Local Small Business Enterprise” or “LSBE” shall mean a business which is certified by the State of California as a small business and has had its principal office located in the County for at least one (1) year.

1.17 “Master Labor Agreement” or “MLA” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Covered Project, as such may be changed from time-to-time, and which are incorporated herein and listed in Attachment B.

1.18 “Project Labor Coordinator” means the designee of the County, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement and assist with developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement, and to otherwise implement and administer this Agreement.

1.19 “Social Enterprise” or “SE” means nonprofit or for-profit businesses whose primary purpose is the “common good” and which “use the methods and disciplines of business and the power of the marketplace to advance their social, environmental and human justice agendas, wherein the organization that applies commercial strategies to maximize improvements in human and environmental well-being,” that may “include maximizing social impact rather than profits for external shareholders,” and has both: (1) been in operation for at least one (1) year

providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and (2) is certified by the County's Department of Economic Opportunity as a SE.

1.20 "Subscription Agreement" means the contract between a Union's Labor Management Trust Funds and a Contractor that is not a party to a current collective bargaining agreement with a union signatory to this Agreement to document that Contractor's agreement to comply with the trust fund contribution requirements of the Letter of Assent described in Section 3.4., below. The Subscription Agreement cannot bind the Contractor beyond the obligations set forth in this Agreement and is limited to work performed within the scope of the Construction Contracts.

1.21 "Skilled Journeyman" has the same meaning as in California Public Contract Code §2601.

1.22 "Targeted Worker" is defined in the LTWHP, and the categories of Targeted Workers shall be listed in the Craft Employee Request Form created for each Covered Project.

1.23 "Tier 1 Local Resident" is defined in the Local and Targeted Worker Hiring Policy.

1.24 "Tier 2 Local Resident" is defined in the Local and Targeted Worker Hiring Policy.

1.25 Tier 1 Local Residents and Tier 2 Local Residents shall be collectively referred to as "Local Residents".

1.26 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") affiliated with North America's Building Trades Unions (AFL/CIO), and the local unions and district councils signing this Agreement, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall only apply to the Contractors performing work or agreeing to perform work pursuant to a Construction Contract for a Covered Project, the Council, the Unions, and the County. The Council, the Unions and the County shall hereinafter be referred to as the Parties.

2.2 Application of Agreement: This Agreement shall only apply to the work within the scope of a Construction Contract for a Covered Project, as defined above, unless specifically excluded or limited in Section 2.3, below. This Agreement shall in no way limit the County's right to terminate, modify or rescind a Construction Contract and/or any related subcontract or agreement and the County has the sole discretion and right to combine, consolidate, cancel, terminate, or take other action regarding any Construction Contracts or portions of any Construction Contracts. Should the County remove or terminate any Construction Contract and thereafter authorize that work be commenced or re-commenced, that Construction Contract shall

be performed under the terms of this Agreement unless this Agreement has expired prior to the authorization to commence or re-commence such work.

2.3 Exclusions:

2.3.1 This Agreement shall not apply to any off-site maintenance of leased equipment and on-site supervision of such maintenance work.

2.3.2 This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contracts entered into by the County including, but not limited to said contract relating to the Covered Projects, services provided at any County facility, building and/or the operation or maintenance of any County owned and operated facilities.

2.3.3 This Agreement shall not apply to the Contractor's non-manual employees including, but not limited to, superintendents, assistant superintendents, supervisors, staff engineers, master mechanics, office engineers, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians or any other employee of the Contractors above the rank of Craft Foreman, and other engineering, administrative, supervisory, and management employees, including quality control and quality assurance management personnel to the extent they do not perform the work of a Surveyor or Building/Construction Inspector and/or Field Soils and Material Tester (Inspector), as covered by Section 2.3.6.

2.3.4 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to or from any point of delivery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to a Covered Project, and the movement of materials or goods between locations on a Covered Project site, are within the scope of this Agreement to the extent that those lay down or storage areas and prefabrication sites are for work within the scope of the Construction Contracts.

2.3.5 Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Covered Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. 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 designated by the manufacturer where the Unions are unable to perform such work or the warranty specifies that it may be void absent installation by the manufacturer or certified installation personnel of the manufacturer's authorized contractor or vendor (or the warranty explicitly requires such authorized and certified personnel to perform the installation) and no such authorized union contractor in the applicable trade has successfully bid the work, then such installation shall not be covered under this Agreement. 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 to the affected Union that requires the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer. 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. This Section 2.3.5 shall not apply to construction equipment owned or rented by contractor used during construction, but which does not become integrated into the site.

2.3.6 This Agreement shall not apply to any employees of the County, design teams (including, but not limited to architects, engineers, master planners), or any other consultants directly contracted by the County (including, but not limited to, project managers, construction managers, inspectors and their employees and their sub-consultants, and other employees of professional service organizations). Notwithstanding the foregoing, this exclusion shall not apply to the classifications of Surveyors and/or Building/Construction Inspector and/or Field Soils and Material Testers (Inspectors) unless they are County employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for that craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract directly with the County or a contract with a Contractor shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

2.3.7 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors, for work for which is not within the scope of this Agreement

2.4 The County and/or the Contractors, as appropriate, have the absolute right to award the Construction Contracts under this Agreement 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 ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work under a Construction Contract for a Covered Project.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the County agree to be bound by each and every provision of this Agreement. The provisions of this Agreement, including the applicable terms of the Master Labor Agreements ("MLA(s)"), as such may be changed from time-to-time and which terms are incorporated herein by reference, shall apply to the work within the scope of the Construction Contracts for the Covered Projects. To the extent that the provisions of this

Agreement are inconsistent with the applicable MLA, the provisions of this Agreement shall prevail, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such 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 shall apply to such work.

3.2 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 Covered 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 apply. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Covered Project shall be resolved under the procedures established in Article 11.

3.3 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement, except as provided in Section 3.4, below.

3.4 It is agreed that all Contractors of whatever tier, who have accepted the award of work within the scope of a Construction Contract, 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 of work within the scope of a Construction 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 Covered Project. No Contractor shall commence work within the scope of a Construction Contract without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and the Council, 48 hours before the commencement of such work, or within 48 hours after the award of such work to that Contractor, whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the MLAs for the craft workers in their employ, shall sign a Subscription Agreement with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before such work is commenced. It shall be the responsibility of the prime Contractor to have each of its lower-tier Contractors sign such Subscription Agreement with the appropriate Union prior to the Contractor beginning work performed under this Agreement. The Subscription Agreement shall not bind the Contractor beyond the terms and conditions of this Agreement and must be limited to work performed within the scope of a Covered Contract for a Covered Project.

3.5 This Agreement shall be binding on the signatory Contractors hereto only and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party or any other contract for construction or project to which this Agreement does not apply.

3.6 This Agreement shall be included as a general condition of the Construction Contract for each of the Covered Projects.

ARTICLE 4 WORK STOPPAGES AND LOCKOUTS

4.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, sickouts, handbilling or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of applicable MLA(s), economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes or disputes) by the Union, or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Covered Project site is a violation of this Article.

4.2 The Union shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, picketing or other disruptive activity at the Covered Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Covered Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Covered Project. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Covered Project, the Union will promptly make good faith efforts to cease such Covered Project work disruption.

4.3 The Union shall not be liable for independent acts of employees for whom it has no responsibility. The principal officer or officers of a Union will immediately instruct, order and use their best efforts of their office to cause the employees they represent to cease any violations of this Article. A Union complying with this obligation within two (2) business days of its knowledge of or receipt of notice of such independent acts of employees shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.4 If a MLA, local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any Covered Project and/or failure of the parties to that agreement to reach a new contract. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Covered Project on one of the

following two bases, both of which will be offered by the Unions involved to the Contractors affected:

4.4.1 Each of the Unions with a contract expiring must offer to continue working on the Covered Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds 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 to the Contractor than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in the County.

4.4.2 Each of the Unions with a contract expiring must offer to continue working on the Covered Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds if the Contractors affected by that contract agree to the following retroactivity provisions: if a new MLA for the Union having jurisdiction at the Covered Project is ratified and if such new MLA provides for retroactive wage or fringe benefit contribution increases, then each affected Contractor shall pay to its employees (and the respective trust funds for hours worked by employees) who performed work covered by the Agreement at the Covered Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Covered Project during the retroactive period. All Parties agree that such affected Contractor shall be solely responsible for any retroactive payment to its employees and that neither the County nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

4.4.3 Some Contractors may elect to continue to work on the Covered Project under the terms of the interim agreement option offered under 4.4.1 above and other Contractors may elect to continue to work on the Covered Project under the retroactivity option offered under 4.4.2 above. To decide between the two options, Contractors will be given one (1) week after the particular MLA has expired or one (1) week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 4.4.1 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 the option of 4.4.2.

4.5 Expedited arbitration will be utilized for all grievances alleging violations of this Article. In lieu of or in addition to any other action at law or equity, any Party, including the County, prime Contractor, and the Project Labor Coordinator, may institute the following procedure when a breach or violation of this Article is alleged to have occurred:

4.5.1 If the County or Contractor contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising her or him of the fact, with copies of such notice to the prime Contractor, and the Project Labor Coordinator. The Business Manager(s) will immediately instruct, order and use the best efforts of her or his office to cause any violation of this Article to cease.

4.5.2 If the County or Union contends that any Contractor has violated this Article, it will notify the Contractor, prime Contractor, and the Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the expedited arbitration procedures contained in this Article. It is agreed by the Parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Contractor in the normal course of its business, nor does it include the Contractor's decision to terminate or suspend work on the Covered Project or any portion thereof for operational or special circumstances.

4.5.3 The Party invoking this procedure shall notify the Project Labor Coordinator to select the permanent arbitrator next in sequence from the following list:

1. Tom Pagan
2. Najeeb Khoury
3. Sara Adler
4. Chris Cammeron
5. Fred Horowitz

The parties agree these shall be the five (5) permanent arbitrators under this procedure. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the arbitrator shall be final and binding on both the disputing parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or email to the Party alleged to be in violation, to the Council, to the Project Labor Coordinator, and to the involved Union if a Union is alleged to be in violation.

4.5.4 Upon receipt of said notice, the arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. The arbitrator, with assistance from the Project Labor Coordinator, shall notify the disputing parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Union(s) and Contractor(s) alleged to be involved and to the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all disputing parties. A failure of any disputing party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The sole issue

at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article has in fact occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any disputing party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision.

4.5.5 The arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all disputing parties and on the Project Labor Coordinator by hand or registered mail upon issuance. If the arbitrator determines that a violation of this Article has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Covered Project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the affected contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars (\$10,000) per shift, nor more than twenty-five thousand dollars (\$25,000) per shift.

4.5.6 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other disputing party and to the Project Labor Coordinator. The Project Labor Coordinator shall not be named as a party or real party in interest in any such action. In the proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the arbitrator's

decision shall be served on all disputing parties and on the Project Labor Coordinator by hand or delivered by registered mail.

4.5.7 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by the disputing parties to whom they accrue.

4.5.8 The fees and expenses incurred in arbitration shall be divided equally by the disputing parties to the arbitration, including Union(s) and the Contractor(s) involved.

4.6 The procedures contained in this Article shall be applicable to alleged violations of Article 4 to the extent any conduct described in Section 4.1 or 4.2 occurs on the Covered Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article 4 shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.7 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:

4.7.1 fails to timely pay its weekly payroll; or

4.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of this Agreement.

4.7.3 Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, prime Contractor and Project Labor Coordinator. The Union will offer to meet within a three (3) working day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Contractor's prime Contractor, and the Project Labor Coordinator. Upon the payment of the delinquent Contractor of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

4.7.4 Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the prime Contractor, and Project Labor Coordinator. The Union, Contractor, prime Contractor and Project Labor Coordinator will meet within ten (10) calendar days following receipt of the written

notice to attempt to resolve the dispute. Upon payment by 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.

ARTICLE 5 NO DISCRIMINATION OR HARASSMENT

5.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation, and inappropriate conduct toward others based on a protected status, are contrary to the values of the County, Contractors and the Unions. The County, Contractors and the Unions will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age, disability, sexual orientation, marital status, medical condition, political affiliation or any other protected characteristic protected by state or federal employment law, nor will it tolerate unlawful harassment or retaliation. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any employee proven to be in violation of this Article is subject to immediate removal from the workplace and construction site.

5.2 The Parties agree not to engage in any form of unlawful discrimination or harassment of any kind on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical disability, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Covered Project.

5.3 Any employee covered by this Agreement which believes that she, he, or they, has been discriminated against or harassed, in violation of section 5.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE 6 UNION SECURITY

6.1 The Contractors recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. However, 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 MLA. Nothing in this Section 6.2 is intended to supersede independent requirements of the applicable MLA as to those Contractors otherwise signatory to such MLAs and as to the employees of those Contractors who are performing work on Covered Projects.

ARTICLE 7 REFERRAL

7.1 The Contractors recognize the Unions as the primary source of all craft labor employed on the Construction Contract for the Covered Projects. For Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system, and it 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 policies and requirements of the County to encourage employment of Local Residents and Targeted Workers and utilization of LSBE, DVBE and SE's on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

7.2 The Contractor shall have the right to determine the competency of all employees, including the determination that prospective employees meet the qualifications established by the County for employment, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, all of which shall not be inconsistent with this Agreement and the applicable MLA. The Contractor shall also have the right to reject any applicant referred by a Union, subject to the required payment of show-up pay, for any non-discriminatory reason; provided further 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.

7.3 The Unions will exert and document their efforts to recruit and refer a sufficient number 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 Unions will work with their affiliated regional and national unions, and jointly with the Contractor, to identify and refer competent craftpersons as needed for work on Covered Projects, and to identify individuals, particularly Local Residents and Targeted Workers, for entrance into Apprenticeship Programs, or participation in pre-apprenticeship programs agreed to by the County and Council and procedures to assist individuals with qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects. The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

7.4 In recognition of the County's commitment to serve the community and the fact that the community in which the Covered Projects are located will be impacted by the construction activities, the Parties agree to support the development and employment of increased numbers of construction workers from among the Local Residents and Targeted Workers of the County. With the assistance of the Unions as specified in Section 7.5, the Contractor is responsible for ensuring compliance with the LTWHP.

7.5 The Unions agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions shall follow the referral and recruitment procedures required by this Agreement to provide a sufficient number of skilled craft Local

Residents, Targeted Workers, Apprentices, and Skilled Journeypersons, as requested by the Contractors, to fulfill the requirements of the Contractors. Towards that end, the Unions agree that upon receiving a completed Craft Employee Request Form from a Contractor, the Unions shall follow the procedures required by this Agreement to provide referrals and utilization of qualified workers as follows:

7.5.1 First, qualified Tier 1 Local Residents and Targeted Workers requested by the Craft Employee Request Form.

7.5.2 If the Unions cannot provide the Contractors with a sufficient number of qualified Tier 1 Local Residents and Targeted Workers, then the Union shall certify to the Project Labor Coordinator in the manner specified on the Craft Employee Request Form that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. Thereafter, the Unions shall recruit and identify for referral qualified Tier 2 Local Residents and Targeted Workers sufficient to meet the number of Local Residents and Targeted Workers requested by the Craft Employee Request Form.

7.5.3 If the Unions still have not provided the Contractors with the attainment of a sufficient number of qualified Local Residents and Targeted Workers from their efforts in compliance with Sections 7.5.1 and 7.5.2, the Contractors and the Unions shall follow the procedures in Section 7.11. The Council will work with Apprenticeship Programs, the affected Contractor(s), and the Jobs Coordinator to indenture a sufficient additional number of qualified Local Residents and Targeted Workers as new Apprentices and/or Skilled Journeymen in accordance with this Agreement. In such cases, if the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Department of Economic Opportunity, or any such successor agency, and other similar organizations to secure such funds.

7.5.4 Professional services agreements entered into by the County for covered surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, do not include the LTWHP requirements, and therefore are not subject to the hiring and referral goals set forth in the LTWHP.

7.6 To facilitate the dispatch of Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project. When Local Residents and Targeted Workers are requested by the Contractors, the Unions will refer such workers regardless of their place on the Unions' hiring halls' list and normal referral procedures. The Contractors and Unions agree to maintain copies of all Craft Employee Request Forms used on the Covered Projects submitted or received including transmission verification reports that are date/time imprinted, until the Contractor's work on the project is complete. The Unions also agree to provide to the Project Labor Coordinator copies of any Craft Employee Request Forms wherein the Union has certified that all reasonable efforts to

recruit Local Residents and Targeted Workers have been exhausted. The Contractor shall copy the Project Labor Coordinator on all Craft Employee Request Forms at the time they are sent to the Union.

7.7 Each Contractor and Union must document all efforts made to comply with the hiring process to locate, dispatch, and hire Local Residents and Targeted Workers.

7.8 Local Residents and Targeted Workers may be referred to the Unions from the Project Labor Coordinator, Contractor, or Jobs Coordinator. For any applicant referred by the Project Labor Coordinator, Contractor, or the Jobs Coordinator to qualify as a Targeted Worker, the Jobs Coordinators shall first verify the presence of the Targeted Worker criteria defined by the LTWHP prior to referral to the Unions. The Project Labor Coordinator may ask the Jobs Coordinator to upload into an electronic system of the County's choice, the verification of an employee's Targeted Workers status.

7.9 Each Contractor performing work on a Covered Project that was procured by the County through an alternative project delivery methodology, is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The Parties shall utilize the grievance procedures set forth in Article 11 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, including, but not limited to, California Public Contract Code §§ 22164(c)(2), 20146(c)(1), and 20155.4(b)(3), Contractors and County shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this Agreement.

7.10 Core Workforce

7.10.1 The parties recognize the County's interest in promoting competition and inclusion of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE) and Social Enterprises (SE), which may not be signatory to a current MLA. In order to promote participation and attract certified LSBEs/DVBES/SEs to work under this Agreement, and subject to the limitations set forth below, each Contractor that has been certified as an LSBE, DBVE or SE with twenty-five (25) or fewer employees at the time they are awarded a Covered Contract, may first employ three (3) of its core employees prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. Notwithstanding the foregoing, Contractors must comply with the State of California Labor Code requirements for the utilization of Apprentices on Covered Work.

7.10.2 Contractors who are not certified as LSBE, DVBE or SE, and who are not otherwise signatory to a current MLA, may employ, as needed, first, a Core Employee, 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 maximum of five (5) Core Employees are employed, thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

7.10.3 During any layoff or reduction in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

7.10.4 Section 7.10 only applies to Contractors who are not directly signatory to a current MLA for the craft worker in its employ 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 Agreement's 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 referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

7.10.5 Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of its Core Employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any Core Employees for thirty (30) calendar days after the list is provided. 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, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

7.11 In the event that the referral facilities maintained by the Unions are unable to fill the requisition of a Contractor for a craft's classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays) after having provided a fully completed Craft Employee Request Form to the Union, that Contractor may use employment sources other than the union registration and referral services, and may employ any qualified applicants, within the craft classification requested, meeting such standards from any other available source. The Contractor shall inform the Union of any applicants hired from such other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall immediately register with the appropriate Union in accordance with Section 7.10.4 of this Agreement.

7.11.1 In the event that a Contractor, which has not then currently met its hiring goals for Local Residents and/or Targeted Workers, requests one or more Local Residents or Targeted Workers from the Union hiring hall in accordance with Section 7.5, and the Union is unable to fill such request for a Local Resident or a Targeted Worker within a forty-eight (48) hour period after such requisition is made

by the Contractor (Saturday, Sundays and holidays excepted), the Employer shall have five (5) working days to obtain the requested number of Local Residents or Targeted Workers, as requested in the Craft Employee Request Form, from another source. If the Contractor is unable to hire the requested number of Local Residents or Targeted Workers within such five (5) working days from such other source, Contractor shall hire the remaining unfulfilled number of employees from the Union hiring hall. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any, in accordance with Section 7.10.4 of this Agreement.

7.12 Helmets to Hardhats:

7.12.1 The Parties recognize a desire to facilitate the entry into the building and construction trades of veterans, including female veterans, who are interested in careers in the building and construction trades industry. The Contractors 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 the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.

7.12.2 The Unions and Contractors agree to coordinate with the Center to reach out to veterans, including women, interested in entering into a construction career.

7.12.3 The Unions will assist in providing relevant records and Contractors agree to maintain records of all efforts to assist Helmets to Hardhats employment candidates gain employment on the Covered Project(s). Such records shall include, but not be limited to, documentation of the number of Helmets to Hardhats employment candidates contacted and/or employed and/or indentured into an apprenticeship program or referred to a Union for assessment, including the number of such female candidates. Such records must be submitted to the Project Labor Coordinator, if requested by the County.

7.12.4 Any Helmets to Hardhats employment candidate for work on Covered Projects may be given credit by the Union for any provable past experience and training.

ARTICLE 8 WAGES AND BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractor at the hourly wage and benefit rates for those classifications in compliance with the Current Prevailing Wage Determination. 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, provided those wages are not less than the applicable Current Prevailing Wage Determination.

8.2 All employees covered by this Agreement may be paid by check, paid no later than the end of the work shift each Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

8.3 Contractors shall pay contributions to the established employee benefit funds on behalf of all employees performing covered work in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, that such contributions shall not exceed the contribution amount set forth in the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the benefits set forth in those MLAs, provided those benefit contributions are not less than the applicable Current Prevailing Wage Determination.

8.4 Pursuant to and as limited by the Subscription Agreement (or for Contractors signatory to a MLA), 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. Nevertheless, the Contractor's obligation to the trust fund(s) is limited to the work within the scope of the Construction Contract.

8.5 Each Contractor is required to certify under penalty of perjury to the Project Labor Coordinator 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. The Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the County or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

9.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the Current Prevailing Wage Determination, or unless changes are permitted by law, and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

9.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at

the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked, unless otherwise provided in this Agreement or under law, unless the employee is otherwise engaged at the direction of the Contractor.

9.3 Overtime. Overtime shall be paid in accordance with the requirements of the Current Prevailing Wage Determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

9.4 Shifts and Alternate Work Schedules.

9.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s) unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The first shift starting between 6:00 a.m. and 8:00 a.m., is designated as the first shift, with the second shift following eight (8) hours later.

9.4.2 Additional pay or differentials based upon the shift or work schedule of the employees shall only be paid by the Contractor if required by the Current Prevailing Wage Determination.

9.4.3 To the extent permitted by state and federal law, the Contractor may, upon five (5) days' notice to appropriate Union(s), establish a work week of four (4) consecutive ten (10) work hours days (exclusive of the one-half (1/2) hour unpaid lunch approximately halfway through the shift). Such work week should consist of the same four (4) days each week, with the fifth day available as a make-up day if needed.

9.4.4 Because of operational necessities, the second shift may, at the County's direction, be scheduled without the preceding shift having been worked. It is recognized that the County's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the County's bid specification, the Contractor shall give the affected Union(s) at least three (3) days' notice of such schedule changes.

9.5 Holidays. Recognized holidays on the Covered Projects shall be those set forth and governed by the Current Prevailing Wage Determination.

9.6 Show-up Pay.

9.6.1 Unless the Current Prevailing Wage Determination requires a higher amount, employees reporting for work and for whom no work is provided, except

when given prior notification not to report to work, shall receive two (2) hours pay at their regular straight time hourly rate; while employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the project site and available for work for such time as they receive pay, unless released earlier by the Contractor. Each employee shall furnish the Contractor with his current address and telephone number and shall promptly report any changes to the Contractor.

9.6.2 An employee called out to work outside of his shift shall receive a minimum of two (2) hours pay at the appropriate rate, except as otherwise required by the Current Prevailing Wage Determination. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

9.6.3 When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article 16, the employee shall only be paid for actual time worked.

9.7 Brassing. The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

9.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately the mid-point of the scheduled shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in accordance with state law, unless the Contractor is directly signatory to one or more MLA, in which case the provisions of such MLA will apply.

9.9 Make-up Days. To the extent permitted by the Current Prevailing Wage Determination, when an employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

9.10 If the Current Prevailing Wage Determination is in conflict with the applicable prevailing wage determination under state law, then the Contractor shall ensure compliance with state law and this Agreement by implementing the terms and conditions of each determination that is most favorable to the Contractor's employees.

ARTICLE 10 COMPLIANCE

10.1 The County shall designate a Project Labor Coordinator, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement. The Council shall actively assist the Project Labor Coordinator and the County in developing, implementing and administering the programs referenced in this Agreement, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

10.2 All Contractors, Unions, and employees shall comply with all applicable federal, state and County laws, ordinances, and regulations, including, but not limited to, those relating to safety and health, vaccination reporting, employment, and applications for employment. All employees shall comply with the health and safety regulations and policies established by the state and the County and the Contractors. Employees must promptly report any injuries or accidents to a supervisor.

10.3 It shall be the responsibility of the Contractors and the Unions to comply with the provisions of this Agreement.

10.4 The Project Labor Coordinator shall be responsible for oversight in monitoring the compliance of all Contractors with all applicable prevailing wage laws and regulations to the extent required by law. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any Party or form the basis for a grievance under Article 11 of this Agreement.

10.5 If the County opts to implement an online certified payroll system for a Covered Project, the Contractors agree to use the County-required online certified payroll system for the submission of certified payroll records and any other documents required by the County or Project Labor Coordinator related to labor compliance and compliance with this Agreement.

ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

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

11.2 The Contractors, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Covered Projects, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

11.3 Any question or dispute by or between a Contractor, employee and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article 4 (Work Stoppages and Lockouts), Article 5 (No Discrimination or Harassment) or Article 13

(Jurisdictional Disputes) shall be considered a grievance and subject to resolution under the following steps:

Step 1: Should a Union, employee or any Contractor have a dispute with another party or parties, and if after conferring within five (5) 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.

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

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the Project Labor Coordinator and other party within ten (10) working days (or such longer time as mutually agreed) of the date on which the parties met at Step 2. An arbitrator shall be selected by the Project Labor Coordinator in sequential order from the listing of permanent arbitrators specified in Section 4.5.3, above. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

11.4 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 to or detract from any of the provisions of this Agreement.

11.5 The Project Labor Coordinator shall be notified of all actions at Step 2 or higher by the grieving party and shall, upon the Project Labor Coordinator's request, be permitted to participate in all grievance meetings.

11.6 The time limits specified in any step of this dispute resolution procedure may be extended by written mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute

within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

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

11.8 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 the Union(s) and Contractor(s) involved, however in no circumstance will the Project Labor Coordinator or the County be assigned or assessed any such fees and expenses.

ARTICLE 12 LABOR/MANAGEMENT COLLABORATION

The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of the County and a designee of the Council. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The County shall convey information detailing the outcomes of the LTWHP goals and progress of Article 19 implementation. All Parties will be invited to attend the labor/management cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee, but instead shall be processed pursuant to the provisions of the applicable dispute resolution procedures of this Agreement.

ARTICLE 13 JURISDICTIONAL DISPUTES

13.1 The assignment of 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.

13.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Contractors party to this Agreement, shall be settled and adjusted according to the present Plan established by North America's Building Trades Unions (NABTU) or any other plan or method of procedure that may be adopted in the future by NABTU. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions party to this Agreement.

13.3 If a dispute arising under this Article involves the Southwest Mountain States 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, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the

offices of the Council within fourteen (14) days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

13.4 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.

ARTICLE 14 APPRENTICES

14.1 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 workforce in the area served by the County, and the opportunities to provide continuing work during the construction of the Covered Projects. To these ends, the Parties will facilitate, encourage, and assist Local Residents and Targeted Workers to commence and progress in Apprenticeship Programs and/or other training programs in the construction industry leading to participation in Apprenticeship Programs. In accordance with Article 19, the County, the Project Labor Coordinator, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for entry into Apprenticeship Programs.

14.2 Use of Apprentices.

14.2.1 The Unions agree to cooperate with the Contractor in furnishing Apprentices as requested up to the maximum percentage allowed by each Apprenticeship Program. The County shall encourage such utilization, and, both as to Apprentices and the overall supply of Skilled Journeypersons, the Project Labor Coordinator and the Council will work to ensure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and Skilled Journeypersons.

14.2.2 All Apprentices shall work under the direct supervision of a Skilled Journeyperson from the trade in which the Apprentice is indentured. Should a question arise as to a Skilled Journeyperson's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a Skilled Journeyperson to the Project Labor Coordinator and the Council.

ARTICLE 15 MANAGEMENT RIGHTS

15.1 Contractor and County Rights. The Contractors and the County have the sole and exclusive right and authority to oversee and manage construction operations on Project work without any limitations unless expressly limited or required by the other Articles of this Agreement or a 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) To be the sole judge of the qualifications, number and classification of employees required to perform work subject to this Agreement and thus to reject any applicant for employment and to hire, promote, transfer and layoff their own employees at their discretion, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable jobsite rules, including security and safety policies;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with County 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
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

15.2 Specific County Rights. In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights 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 Covered Project work at a particular location or in order to accommodate any ongoing business at the Covered Project site where operations may be continuing during periods of construction activity;
- (c) Require Contractors to implement additional health or safety measures, as determined necessary by the County.
- (d) At its sole option, terminate, delay and/or suspend any or all portions of the Covered Project work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate any ongoing operations of the County at the Covered Project site and/or to mitigate the effect of ongoing Covered Project work on businesses and residents in the neighborhood of the Covered Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary operational mission at the Covered Project site and remain a good neighbor to those in the area of its facilities. In order to permit the Contractors and Unions to make appropriate scheduling plans, the County will provide the Project Labor Coordinator, and the affected Contractors(s) and Union(s) with reasonable notice of any

changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 9.6;

(e) 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

(f) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 4 and 11.

15.3 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. The County and its Project Labor Coordinator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Covered Project work.

ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY

16.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the County, the State and the prime Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the County.

16.2 Unions and Employees shall be bound by the safety, security and visitor rules established by the Contractor and the County. These rules will be published and posted in conspicuous places by the Contractor throughout the work site. An employee's failure to satisfy his obligations under this Article will subject him to discipline, including discharge.

16.3 The Parties acknowledge that the County and Contractor have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the County's premises.

16.4 The Parties to this Agreement adopt the attached Drug and Alcohol Testing Policy set forth in Attachment C, which shall be the sole policy and procedure utilized under this Agreement.

16.5 A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their appropriate hourly rate of pay.

ARTICLE 17 SAVINGS CLAUSE

17.1 The Parties agree that in the event any Article, provision, clause, sentence, or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a final court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The Parties further agree that if any Article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a final court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an Article, provision, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the Article, provision, clause, sentence or word in question.

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

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

ARTICLE 18 PRE-JOB CONFERENCE

18.1 Each Contractor is required to conduct a pre-job conference with the Unions no less than six (6) working days prior to commencing work on each Covered Project. The purpose of the conference will be to, among other things, convey craft workforce needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose Union work assignments.

18.2 The Project Labor Coordinator may work with the prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this CWA is the responsibility of the prime Contractor.

18.3 The prime Contractor shall make the relevant plans and specifications available to the Unions prior to each pre-job conference to the extent the County has not declared the plans and specifications to be confidential for security or other reasons. If the County has declared the plans and specifications to be confidential, the County shall make them available to the Unions upon the Unions' execution of a non-disclosure agreement.

18.4 All Union work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be covered work that was not previously assigned at a pre-job conference, or additional covered work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

18.5 Any Union in disagreement with a proposed preliminary assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within five (5) working days after the pre-job conference occurred. Within five (5) working days after the period allowed for Union notices of disagreement with the Contractor's proposed

assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

18.6 A Contractor's failure to conduct a pre-job conference in accordance with this CWA is considered a breach of contract, and any affected Union may pursue a grievance under Article 11 of this CWA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this CWA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference. Contractor shall use its best efforts to provide information reasonably necessary upon the request of one of the Unions.

18.7 The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator may address the programs, goals and outcomes related to Local Resident and Targeted Worker employment, as well as the progress of implementing Article 19, Work and Economic Opportunity, on the project.

ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY

19.1 The Parties recognize the proposed Covered Projects' economic opportunity and impact on County residents, businesses and the communities surrounding the proposed Covered Projects. The Parties are committed to working in partnership to create a skilled and trained local workforce that is reflective of the population of the communities surrounding the proposed Covered Projects and within the County. Towards that end, the Parties agree to establish and implement a framework for work and economic opportunity to maximize career opportunities for Local Residents and Targeted Workers, including those who have not previously qualified to be employed on construction projects, and to provide meaningful outreach, training and business opportunities for LSBE, DVBE, and SE Contractors to successfully work under this Agreement.

19.2 As coordinated by the Contractor and Unions, the Parties will work together with the County; SEs; non-profits; veteran assistance organizations; and other community groups, who work with Targeted Worker populations, to conduct outreach and recruit a sufficient number of Local Residents and Targeted Workers who are interested in beginning a construction career. Such Local Residents and Targeted Workers will be assessed by the Project Labor Coordinator or Jobs Coordinator to determine their career readiness level and coordinate potential entrance into a local MC3 pre-apprenticeship program or, if a veteran or otherwise qualified, potential direct entry into an Apprenticeship Program, or, if appropriate to their level of skill and training, join the Union as a Skilled Journeyperson. The recruitment and outreach level of effort, including the quantity of Local Residents and Targeted Workers recruited, will fluctuate based on the Projects' hiring needs and schedule.

19.3 The Council and the Unions will work with the Project Labor Coordinator and Jobs Coordinators to identify and support local outreach events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry, to arrange for tours of their joint apprenticeship committees and programs, and to provide contact information for Union representatives.

19.4 The Parties recognize the importance of providing direct assistance to Local Residents and Targeted Workers to help them overcome barriers to employment. Towards that end, if necessary, Local Residents and Targeted Workers will be referred by the Project Labor Coordinator or Jobs Coordinator to America's Job Centers of California (AJCC) or other community-based organizations and SE firms or agencies that provide supportive services. The Project Labor Coordinator, in coordination with the County, will monitor and report the outcomes of all referrals to employment support service providers. If the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Department of Economic Opportunity, or any such successor agency, and other similar organizations to secure such funds.

19.5 In order to create career pathways for Local Residents and Targeted Workers who may need additional training and preparation for a construction career, the Parties will partner with local pre-apprenticeship programs that are authorized by the Council to teach the Multi-Craft Core Curriculum (MC3). The Parties recognize the need to continue to develop pre-apprenticeship training programs to meet the significant demand for local skilled craft labor at each Covered Project location. Towards that end, the Parties will collaborate to determine and develop the optimal MC3 pre-apprenticeship training plan for each Covered Project location.

19.6 After successful graduation from the MC3 pre-apprenticeship program, the Contractor will work together with the Council's Apprenticeship Readiness Fund, Project Labor Coordinator, and Unions to assist such graduates with preferential entry into an Apprenticeship Program and finding employment on a Covered Project. Both the Unions and Contractors recognize the importance of increasing the supply of local skilled craft labor by assisting Local Residents and Targeted Workers start their construction careers on Covered Projects.

19.7 For Veterans, Local Residents and other Targeted Workers who have verifiable past experience and do not require additional training or assistance, the Unions agree to give them credit for provable past experience in their relevant craft or trade, including experience gained working for Contractors not otherwise signatory to a MLA, in order to bring them directly into an Apprenticeship Programs at a higher level, or as a Skilled Journeyperson, if qualified. The Unions shall put on their rolls qualified bona fide Local Residents and Targeted Workers for work on Covered Projects.

19.8 The Project Labor Coordinator, with the assistance of the Council, the Unions and Contractors, will produce detailed monthly reports for the County measuring compliance with this Agreement, including but not limited to, the cumulative Local Resident and Targeted Worker hiring goals for each Covered Project and the economic impact on Local Residents and Targeted Workers. The reports may be produced, in part, by utilizing an online certified payroll reporting system if the County ultimately implements such a system.

19.9 The Project Labor Coordinator, with the assistance of the Council, the Unions, and Contractors, will produce detailed reports to the County on the progress of implementing the programs specified in this Article, including an evaluation of the successes and obstacles in the implementations of these provisions. This report will be produced at least annually, or more frequently at the sole discretion of the County.

19.10 The Council and the Unions will, in coordination with the Project Labor Coordinator and Jobs Coordinators, participate in orientations at least twice per year for LSBE, DVBE, and SE contractors regarding the CWA and the employee benefit trust funds.

19.11 The Council and Unions will support local events and programs designed to recruit, develop, educate and inform certified LSBE, DVBE, and SE contractors seeking access and readiness to contract for work on Covered Projects. In order to attract and promote participation of LSBE, DVBE, and SE Contractors, the Unions will work with the Project Labor Coordinator to identify Contractors who are certified or may be qualified to become certified as a LSBE, DVBE or SE for outreach related to contracting opportunities on Covered Projects.

19.12 Women in Trades Advisory Council

19.12.1 The County and Council have established and co-chair the Los Angeles County Women in Trades Advisory Council to provide a forum to engage in recommending, planning, development, and implementation of strategies to increase female recruitment, training, placement and retention.

19.12.2 The Council's Executive Secretary and County will each designate a co-chair of the Women in Trades Advisory Council and coordinate the participation of each Union and affiliated Apprenticeship Program with the assistance of the Project Labor Coordinator.

19.12.3 In order to increase the participation and retention of female craft workers, each Union shall use a good faith effort to establish a Tradeswomen Mentoring Program for their female apprentices and journeyman that provide support, mentoring, and fosters a neutral, unbiased and supportive environment where female craft workers may express their thoughts and career objectives. The Council shall report annually to the Project Labor Coordinator about the efforts to establish each Unions' Tradeswomen Mentoring Program.

19.12.4 Members of the Tradeswomen Mentoring Program are encouraged to engage with female pre-apprentices through the network of apprenticeship readiness programs and youth organizations to facilitate support and access to apprenticeship.

19.13 LSBE, DVBE, and SE Programs

19.13.1 The Parties recognize that the proposed Covered Projects are subject to the County's LSBE, DVBE, and SE Preference Programs.

19.13.2 In order to encourage participation of certified LSBE, DVBE, and SE businesses, the Parties agree that individual subcontracts awarded to certified LSBE, DVBE, and SE businesses on Covered Projects with a subcontract award value of \$50,000 or less will be entirely exempt from this Agreement. Any subcontracts excluded from this Agreement pursuant to this Article shall not be subject to the terms of this Agreement, and the Unions and Council shall have no obligations to provide workers for or reporting of workers for work performed under any such excluded subcontracts.

19.13.3 No Union shall undertake any strike, work stoppage, or other action against a certified LSBE, DVBE or SE business performing work excluded pursuant to this Article, and the Parties expressly agree that any such work shall not be subject to trust fund contributions by application of this Agreement. This Agreement shall not limit the rights of Unions to seek to organize and to utilize legal and administrative remedies not precluded by this Agreement, according to applicable federal or state laws, to secure such rights.

ARTICLE 20 STEWARDS

20.1 Each Union shall have the right to designate one working craft employee as steward for each Contractor employing such craft on the Covered Project. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable Union duties related to the work being performed by the craft employees of his Contractor and not to the work being performed by other Contractors or their employees.

20.2 Authorized representatives of the Union(s) shall have access to the Covered Project, provided that such representatives fully comply with posted visitor, security, and safety rules, and provided that they do not unnecessarily interfere with the employees or cause them to neglect their work.

ARTICLE 21 TERM

21.1 This Agreement shall become effective for a term of five (5) years on the date it becomes fully executed by the County, the Council, and each Union for which a signature line is included below. The Agreement applies to Covered Projects with a bid advertisement date or a request for proposals advertisement date during the effective term of the Agreement and shall continue in full force and effect until all the work within the scope of the Construction Contracts for the Covered Projects is completed and accepted by the County.

21.2 Construction of any phase, portion, section, or segment of work within the scope of a Construction Contract shall be deemed complete when such phase, portion, section or segment has been turned over to the County by the Contractor and the County has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when and if the Contractor is directed by the County to engage in repairs or modifications required by its contract(s) with the County.

21.3 Notice of each final acceptance received by the Contractor on a Covered Project will be available to the Project Labor Coordinator and the Council with the description of what portion, segment, etc. has been accepted. Final acceptance 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 completed to the satisfaction of the County and notice of acceptance is given by the County or its representative to the Contractor. At the request of the Union, complete information describing any

“punch” list work involving otherwise turned-over and completed facilities which have been accepted by the County, will be available upon request from the Project Labor Coordinator.

ARTICLE 22 RESPONSIBILITY FOR COSTS

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

ARTICLE 23 MISCELLANEOUS PROVISIONS

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

23.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to the County shall be sent to the office or individual designated by the County.

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

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

23.5 Any amendment or modification to this Agreement must be in writing and executed by the County and Council.

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

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

COUNTY OF LOS ANGELES

By: 
Fesia A. Davenport
Chief Executive Officer

Date: 6/7/2023

APPROVED AS TO FORM:


Michael Simon
~~Acting~~ Assistant County Counsel

Date: 05/22/2023

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: 
Chris Hannan
Executive Secretary

Date: 5-18-2023

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)
 Boilermakers (Local 92)
 Bricklayers & Allied Craftworkers (Local 4)
 Cement Masons (Local 500)
 Cement Masons (Local 600)
 Electricians (Local 11)
 Elevator Constructors (Local 18)
 Guniters Workers (Local 345)
 Iron Workers (Reinforced – Local 416)
 Iron Workers (Structural – Local 433)
 Laborers (Local 300)
 Laborers (Local 1184)
 District Council of Laborers
 Laborers (Local 1309)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Operating Engineers (Local 12)
 Painters & Allied Trades DC 36
 Pipe Trades (Local 250)
 Pipe Trades (Local 345)
 Pipe Trades (Plumbers Local 78)
 Pipe Trades (Plumbers/Fitters Local 761)
 Pipe Trades (Plumbers/Fitters Local 398)
 Pipe Trades (Sprinkler Fitters Local 709)
 Pipe Trades (Road Sprinkler Local 669)
 Plasterers (Local 200)
 Plaster Tenders (Local 1414)
 Roofers & Waterproofers (Local 36)
 Sheet Metal Workers (Local 105)
 Southwest Mountain States Regional Council of Carpenters
 Teamsters (Local 986)

[Signature] LOCAL 5

Luis Miramontes NG

[Signature]

[Signature]

[Signature] EB 3/2/2

[Signature]

DocuSigned by:
Ed Lam (Guniters)
237F9D87A3B5408

DocuSigned by:
Sergio Rascon (IUM Local 300)
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DocuSigned by:
N/A
D56843D2C62240C
DocuSigned by:
J. Hernandez
D5151D728B4844A
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Mario Sualas (IUM Local 1309)
D7E1A203FE84485

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Ken Hunt

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[Signature]

[Signature]

DocuSigned by:
N/A
237F9D87A3B5408

[Signature]

Stephen Ariza

LOS ANGELES COUNTYWIDE CWA
ATTACHMENT A: LETTER OF ASSENT

PLACE ON COMPANY LETTERHEAD

Ms. Soo Kim
Contracting and Business Relations Manager
Los Angeles County Public Works
900 S. Fremont Ave.
Alhambra, CA 91803

TRANSMIT ELECTRONICALLY TO: CWA@pw.lacounty.gov and upload to LCPTracker

COVERED PROJECT NAME: (Project Name)

Dear Ms. Kim:

This is to certify that the undersigned Contractor has read and understood the Countywide Community Workforce Agreement (CWA) entered into between the County of Los Angeles (County) and the Los Angeles/Orange Counties Building and Construction Trades Council (Council) and the signatory craft unions and district councils signing the CWA. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed CWA.

The undersigned Contractor acknowledges that compliance with the provisions of Articles 7 and 19 relating to Local Residents, Targeted Workers, workforce referral and development and apprenticeship participation are of particular importance.

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

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive) Date

(Contractor's State License No.)

This Letter of Assent shall become effective and binding upon the undersigned Contractor as of below date of execution and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS

1. Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of Heat and Frost Insulators and Allied Workers Master Labor Agreement.
2. Western States Articles of Agreement Between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors.
3. The Executive Council of the Mason Contractors Exchange of Southern California, Inc. and Bricklayers and Allied Craftworkers Local #4.
4. Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons.
5. Southern California Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers.

Tunnel Master Agreement between Associated General Contractors of California, Inc. and Southern California District Council of Laborers Affiliated with the Laborers' International Union of North America, AFL-CIO.

6. Inside Wireman's Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association.

Southern California 9th District Sound & Communications Agreement Addendum No. 1 to the 9th District Sound & Communications Agreement by and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association.

Intelligent Transportation Systems Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association.

7. National Elevator Bargaining Association Agreement with International Union of Elevator Constructors.
8. Gunitite/Shotcrete Commercial Agreement by between Gunitite and/or Shotcrete Contractors and The Southern California District Council of Laborers and its Affiliate Gunitite Local #345.
9. District Council of Iron Workers of the State of California and vicinity and its Locals 416 and 433 and the Western Steel Council et al.
10. Master Labor Agreement between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12.
11. Master Labor Agreement between Painters and Allied Trades District Council No. 36 and the Los Angeles Paint & Finishing Contractors Association et al.

Southern California Drywall Finishers Joint Agreement between Painters and Allied Trades District Council No. 36 and the Western Wall & Ceiling Contractors Association

Master Labor Agreement between Painters and Allied Trades District Council No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 and Individual Contractors

Master Labor Agreement between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247.

12. Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association and Southern California Pipe Trades District Council No. 16 of the United Association.
13. Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada
14. Labor Agreement between Western Walls & Ceiling Contractors Association, Inc. California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200.
15. Plaster Tenders' Master Agreement between Western Wall and Ceiling Contractors Association, Inc. and Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414.
16. Master Labor Agreement by and between Local #36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers and the Individual Roofing Contractors and Others.
17. Collective Bargaining Agreement between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 105 & SMACNA Los Angeles & Orange Empire SMACNA.
18. Southern California Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87.
19. Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southern Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America

ATTACHMENT C - DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that 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 shall require applicants or employees to undergo drug and alcohol testing in accordance with this CWA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

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 of 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 CWA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol 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 prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 11 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol 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 proper implementation of a valid drug and alcohol 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 and alcohol 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. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, 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 and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) 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, at the Contractor's expense.
- 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 and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
 - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs 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 sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. 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 (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol 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 Covered 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 and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Current Prevailing Wage Determination. 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 and alcohol 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 Union 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 an 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 that may arise out of the application of this Policy 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 Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA 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 may 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 by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. 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.
13. 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 Policy.
14. This Policy shall constitute the only Policy in effect between the Parties and Contractors concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml ³	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/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	250 ng/ml 250 ng/ml
MDMA ⁴ /MDA ⁵	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
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 ⁶	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

¹ 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.

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

³ **Alternate technology (THCA and benzoylecgonine):** 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 benzoylecgonine).

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

⁶ Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING
“QUICK” DRUG SCREENING TESTS PURSUANT TO
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, 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 Policy. 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 Policy as a result of any occurrence related to the “quick” screen test.



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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Fourth District

KATHRYN BARGER
Fifth District

June 11, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 June 11, 2019



CELIA ZAVALA
EXECUTIVE OFFICER

APPROVAL OF UPDATED BOARD POLICY COUNTYWIDE LOCAL AND TARGETED WORKER HIRING POLICY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Chief Executive Office recommends approval of the updated Board Policy for Countywide Local and Targeted Worker Hiring.

IT IS RECOMMENDED THAT THE BOARD:

Approve the updated Countywide Local and Targeted Worker Hiring Policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will update the Countywide Local and Targeted Worker Hiring Policy (Policy) incorporating requirements that reflect lessons learned, best practices and recently adopted Board motion. In response to the September 6, 2016, the Board adopted a motion by Supervisors Ridley-Thomas and Solis, which established a Countywide Policy and directed the Chief Executive Officer to adopt a consolidated Policy consistent with the Chief Executive Office Report to the Board dated August 1, 2016. The Policy has been updated in consultation with the Directors of Public Works, Internal Services, Parks and Recreation, Workforce Development, Aging and Community Services, Consumer and Business Affairs, and the Executive Director of the Los Angeles County Development Authority (formerly known as Community Development Commission/Housing Authority of the County of Los Angeles).

CWA ATTACHMENT D

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County resulting from the approval of the proposed Board Policy.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

NA

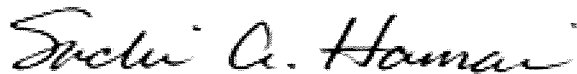
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed updated Policy does not impact current services or projects.

CONCLUSION

Upon approval of the recommended updated Policy, please return one adopted copy to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,



SACHI A. HAMAI
Chief Executive Officer

SAH:JJ:DPH
BMB:AMA:KAV:kb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Audit Committee
Economic Development Policy Committee
Internal Services
Los Angeles County Development Authority
Parks and Recreation
Public Works



Los Angeles County BOARD OF SUPERVISORS POLICY MANUAL

Policy Title: #:	Effective Date:
0.000 COUNTYWIDE LOCAL AND TARGETED WORKER HIRING	

PURPOSE

Establishes the Countywide Local and Targeted Worker Hiring Policy for all County-sponsored construction and development projects, including local hiring for Targeted Workers, Veterans, Job Order Contracts, and Affordable Housing and Mixed-Use Affordable Housing projects.

REFERENCE

October 27, 2015 Board Order 21

February 9, 2016 Board Order 47-A

August 1, 2016 Chief Executive Office memo to the County Board of Supervisors, "Development of a Countywide Local Worker Hire Policy Board Motion of October 27, 2015, Agenda Item No. 21 and Board Motion of February 9, 2016, Agenda item No. 47-A"

September 6, 2016 Board Order 14

March 21, 2017 Board Order 2

POLICY

On September 6, 2016, the Board of Supervisors approved the Countywide Local and Targeted Worker Hiring Policy [LTWHP or Policy]. This Policy was approved to provide Los Angeles County's investment in public works, County-financed affordable housing projects and developer-financed economic development projects on County property as a catalyst for local job creation, construction careers training, and revenue generation for the County. Additionally, the Policy establishes a pathway for the County to enhance employment opportunities particularly for qualified Local and Targeted Workers who face multiple barriers to employment, such as homelessness, former foster youth, and formerly incarcerated individuals.

The Policy requires that all County departments, commissions and agencies administering project development agreements, including but not limited to; ground leases, loan agreements, grant agreements, design-build contracts, and contracts for County capital and construction projects that require Board approval to comply with the Policy as set by the County Board of Supervisors.

This Policy is also a component of the Community Benefits for County Economic Development Projects Policy which establishes criteria and procedures for economic development projects in the Los Angeles County in order to generate economic benefits for the businesses, community, and residential, commercial or industrial area surrounding each project.

All prime Contractors providing services under the above-mentioned project agreements and/or contracts must comply with the LTWHP requirements and hiring goals established by the County, as outlined below. Additionally, depending on the total project budget as determined by the County, one of the following hiring goals of the LTWHP requirements shall apply:

- Mandatory Hiring Goals
- Best Efforts Hiring Goals
- No LTWHP Hiring Goals

POLICY REQUIREMENT FOR LOCAL RESIDENCY PREFERENCE AREA FOR TIER 1 AND 2

A **Tier 1 Qualified Local Resident** is defined as a County resident whose primary residency is: (1) within five (5) miles of the proposed project site; and (2) is within a qualifying Zip Code. If a qualifying Zip Code is partially located within the 5-mile radius, then the entire Zip Code is considered as Tier I Zip Code, and workers living in that entire Zip Code area may qualify as Tier I hire.

A **Tier 2 Qualified Local Resident** is defined as a County resident whose primary residency is: (1) within a qualifying Zip code; and (2) that qualifying Zip Code is beyond five (5) miles of the proposed project site.

A **qualifying Zip Code** is defined as a Zip Code within the County of Los Angeles, where either: (1) the average percentage of households living below 200 percent of the Federal Poverty Level (FPL) for that individual's primary residency's Zip Code is greater than the County average for such households; or (2) the Zip Code is one of 11 additional Zip Codes determined by the Board on September 6, 2011 to be a Zip Code where at least 30 percent of the population is living in poverty, and with an unemployment rate of at least 150 percent of the national average.

POLICY REQUIREMENT FOR TARGETED WORKERS ELIGIBILITY

A **Targeted Worker** is an individual who is both a County resident and who faces one or more of the following barriers to employment:

1. Has a documented annual income at or below 100 percent of the Federal Poverty Level;
2. Has no high school diploma or GED;
3. Has a history of involvement with the criminal justice system;
4. Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months);
5. Is a current recipient of government cash or food assistance benefits;
6. Is homeless or has been homeless within the last year;
7. Is a custodial single parent;
8. Is a former foster youth;
9. Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]);
10. Is an eligible migrant and seasonal farmworker;

11. Is currently an English language learner;
12. Is an older Individual (55+);
13. Is disabled; or
14. Is an individual with a low level of literacy.

POLICY REQUIREMENT HIRING GOALS

Project Budget Greater than \$2.5 Million (Mandatory Hiring Goals)

For projects with a total project budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a **mandatory** hiring goal of at least 30 percent of California construction labor hours performed by either Tier 1 or Tier 2 Qualified Local Residents on each project.

California construction labor hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed by off-site material fabricators, designers, project office staff, or vendors.

For projects with a total project budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a **mandatory** hiring goal of at least 10 percent of California construction labor hours on the project performed by those classified as a Targeted Worker. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30 percent goal;

For projects with a total project budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a **mandatory** requirement to use a Jobs Coordinator, as that term is defined in the Implementation Policy Guidelines issued by the CEO, to facilitate implementation of the targeted hiring requirement of this Policy. The Jobs Coordinator shall work closely with Workforce Development, Aging and Community Services, local agencies such as America's Job Centers of California, Social Enterprises, and local community-based organizations to outreach, recruit and create a pipeline to employ residents from the community in which the project is located; and

The Contractor shall ensure the **mandatory** hiring requirements provided for Local and Targeted Workers are met in accordance with this Policy.

Project Budget of \$500,000 to \$2.5 million (Best Efforts Hiring Goals)

For projects with a total project budget of \$500,000 to \$2.5 million, with the exception of affordable housing projects, there shall be a **best effort** hiring goal of at least 30 percent of California construction labor hours worked on each project performed by either Tier 1 or Tier 2 qualified local residents on each project. There is no Targeted Worker hiring requirement;

For affordable housing projects and mixed-use affordable housing projects that include County-funded facilities receiving funds administered by Community Development Commission (CDC), and Housing Authority of County of Los Angeles (HACOLA) projects with a project budget greater than \$2.5 million, there shall be a **best effort** hiring goal of at least 30 percent qualified local residents and 10 percent Targeted Workers of California construction labor hours performed; and

The Contractor shall ensure posting a wide array of its construction job advertisements and/or seeking the assistance of a community service provider organization if necessary to ensure the **best efforts** hiring requirement provided for Local Workers is met in accordance with this Policy.

All Projects Hiring Goals

For all projects, with the exception of affordable housing projects, a minimum ratio of one apprentice hour for every five journeyman hours shall be enforced, per State Labor code requirement, and contractors will strive to obtain half of all apprentice hours on the project be performed by Local and Targeted Workers. Hours worked by an apprentice who is also a Targeted Worker or a local resident may be applied towards the 30 percent local resident and/or the 10 percent Targeted Worker hire goal.

Policy Exemptions

Exceptions for projects in jurisdictions enforcing their own local hiring policy, and for projects with federal or State funding prohibitions on geographic preferences will be determined on a case-by-case basis by Chief Executive Office (CEO), in consultation with the County Board of Supervisors Offices and County Counsel, and the exemption shall be stated in the corresponding Board letter.

Affordable housing projects financed with federal funds subject to 24 CFR Part 135 will follow local hiring and training guidelines promulgated through Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain Housing and Urban Development (HUD) financial assistance can be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

Contractors working with the Housing Authority of the County of Los Angeles on public housing modernization construction projects that exceed \$2.5 million and are funded with non-federal funding will partner with Workforce Development, Aging and Community Services and other local agencies, such as America's Job Centers of California, Social Enterprises, community-based organizations, etc. to outreach, recruit and train public housing residents for employment opportunities.

POLICY IMPLEMENTATION

Details of the implementation of this Policy shall be provided in the latest version of the Implementation Policy Guidelines issued by the CEO.

Applicable referenced Policy language shall be included in all Board-awarded County construction and development project documents. In addition:

- All requests for Solicitation/Proposal/Invitations for Bid (RFP/IFB), specifications must require all contractors submitting bids or proposals to agree to the terms of the County of Los Angeles (County) LTWHP.
- All construction project general contracts must include a provision obligating the contractor and its subcontractors to comply with the terms of the County's LTWHP through execution of an agreement.
- The construction contract must include provisions establishing enforcement and compliance of the LTWHP.

Reporting Requirements

The contractor, on behalf of itself and its subcontractors, shall submit Local and Targeted Worker Hiring data to the County Project Manager or designated County representative.

Monthly Mandatory Compliance Withholding

The Contractor's compliance with the approved the Local and Targeted Workforce and Hire Status Reports will be evaluated monthly.

To enforce compliance on contracts containing **mandatory** hiring goals, an amount will be withheld from the monthly progress payment to the contractor in proportion to the deficit percentage of the mandated Local and Targeted Hiring Goal percentage and the actual percentage obtained. The maximum that may be withheld during the duration of the project is one percent of the total construction contract amount, but not to exceed \$500,000, comprised of 0.75 percent for Local Worker goal compliance, and 0.25 percent for Targeted Worker goal compliance. This amount is called the Monthly Mandatory Compliance Withholding (MMCW) amount. The percentage of the MMCW that will be withheld for a given month will be the same as the percentage of the deficit in achieving the LTWHP targets for that month.

The maximum MMCW amount is determined as follows:

Construction Contract Value X .75% ÷ Number of months in baseline construction schedule =
Monthly Mandatory Compliance Withholding (MMCW) for Local Workers

Construction Contract Value X .25% ÷ Number of months in baseline construction schedule =
Monthly Mandatory Compliance Withholding (MMCW) for Targeted Workers

If the Targeted Worker Hiring mandatory requirements of the Policy have not been satisfied as required for a project, the contractor nonetheless may be deemed to be in compliance if the contractor demonstrates both (a) that the Contractor and each of its subcontractors have complied with all other requirements of the Policy, and (b) that the contractor and each of its subcontractors have satisfactorily demonstrated the following:

- o Documented contact with the Department of Workforce Development, Aging and Community Services, America Job Centers or with an agency that supports and provides employment and training services for Targeted Workers in construction employment, and in which instance the agency did not refer a qualified Targeted Worker to the contractor or subcontractor within 48 hours of the job request for fair consideration of the Targeted Worker.

County Reporting:

County departments, commissions, and agencies shall provide quarterly reports to the CEO on compliance with the LTWHP for their construction projects during the quarter. CEO shall provide consolidated quarterly reports to the Board and the Economic Development Policy Committee on the compliance of data measures of the Local and Targeted and Apprentice Worker Hire Policy requirements.

County departments, commissions, and agencies administering construction projects under this Policy will be required to monitor and provide enforcement of the Policy. It should be noted the contractor is ultimately responsible for their and their subcontractors compliance with the County's LTWHP requirements.

Referral Process for LTWHP

The following resources may be used to connect contractors to workers meeting the definition of a Local Worker or a Target Worker, should the contractor require assistance. Additional Community Service Providers may be used by contractors and subcontractors to identify local residents and Targeted Workers.

- Los Angeles County Workforce Development, Aging, and Community Services: <http://wdacs.lacounty.gov/>
- LA Jobs: <https://www.jobsla.org/vosnet/Default.aspx>
- Cal Jobs: <http://www.caljobs.ca.gov/vosnet/Default.aspx>
- Helmets to Hardhats: <https://www.helmetstohardhats.org>
- America's Job Center of California: <http://www.americasjobcenter.ca.gov>

RESPONSIBLE DEPARTMENTS

Chief Executive Office
County Counsel

DATE ISSUED/SUNSET DATE

Issue Date: XX,XX, 2019

Sunset Date: XX,XX, 20XX