

TRANSMITTAL

TO Board of Public Works	DATE 06/08/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT	

APPROVAL OF PROJECT LABOR AGREEMENT – 2020-2030 DEPARTMENT OF PUBLIC WORKS PROJECT LABOR AGREEMENT

Approved, ED3 review waived, and transmitted for your consideration.



ERIC GARCETTI
Mayor

(Ana Guerrero for)

BOARD OF PUBLIC WORKS
MEMBERS

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PRESIDENT

AURA GARCIA
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

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COMMISSIONER

M. TERESA VILLEGAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
BOARD OF PUBLIC WORKS

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

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May 14, 2021

BPW-2021-0305

The Honorable City Council
Room No. 395
City Hall

The Honorable Mayor Garcetti
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

PROJECT LABOR AGREEMENT - 2020-2030 DEPARTMENT OF PUBLIC WORKS PROJECT LABOR AGREEMENT

As recommended in the accompanying report from the Director of the Bureau of Contract Administration, which this Board has adopted – as amended, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. APPROVE the 2020-2030 Department of Public Works Project Labor Agreement negotiated by the Bureau of Contract Administration; and
2. EXTEND the 2015-2020 Department of Public Works Project Labor Agreement through City Council's approval of the 2020-2030 Department of Public Works Project Labor Agreement.
3. *AUTHORIZE the President or Two Members of the Board of Public Works to execute the Project Labor Agreement after Mayoral and City Council has approved.

Fiscal Impact:

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

Sincerely,

DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc

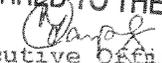


DEPARTMENT OF PUBLIC WORKS

BUREAU OF CONTRACT ADMINISTRATION
Report No. 1
May 14, 2021

CD Nos.: All

REQUEST TO APPROVE THE 2020-2030 DEPARTMENT OF PUBLIC WORKS PROJECT LABOR AGREEMENT

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
OF LOS ANGELES, CALIFORNIA
AND REFERRED TO THE MAYOR
MAY 14 2021
AND REFERRED TO THE CITY COUNCIL

Executive Officer
Board of Public Works

RECOMMENDATION

1. Approve the 2020-2030 Department of Public Works Project Labor Agreement (Transmittal No. 1) negotiated by the Bureau of Contract Administration.
2. Extend the 2015-2020 Department of Public Works Project Labor Agreement through City Council's approval of the 2020-2030 Department of Public Works Project Labor Agreement.

TRANSMITTALS

1. Draft of the tentative Department of Public Works Project Labor Agreement.

FISCAL IMPACT

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

DISCUSSION

Background

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

On November 29, 2010, the Board of Public Works authorized the initial, 5-year Department of Public Works Project Labor Agreement (DPW-PLA). The creation of the DPW-PLA increased efficiency by eliminating the need to negotiate and approve separate project labor agreements at the onset of each applicable project. The DPW-PLA also ensured consistency of the required terms, which simplified implementation for both contractors and staff. The DPW-PLA is a mechanism to achieving economy and efficiency on public works construction projects while

producing labor-management stability and ensuring compliance with laws and regulations governing safety, health, equal employment opportunity, labor, employment standards, and other matters.

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

The DPW continues to embrace this same commitment through its overarching mission “...to improve the quality of life for City residents through responsive, efficient, and effective delivery of services to every neighborhood...” The DPW seeks to continue accomplishing this by building or transforming the City’s infrastructure with high-quality, cost-efficient, and environmentally smart projects, while making a commitment to create construction career opportunities for City of Los Angeles residents living in zip codes where low income and unemployment challenges exist. Because of the critical nature of this work, the DPW endeavors to maintain a fair and consistent contracting environment that will ensure safety, timely project delivery, quality construction, and opportunities for all stakeholders involved in the process.

In the last ten years, the DPW-PLA has had two iterations; the aforementioned initial agreement and the current 5-year agreement, which was renewed on December 16, 2015. In that timeframe, 108 DPW-PLA projects have been awarded or advertised for award with an approximate dollar value of \$1,370,000,000.00. These projects have resulted in the following achievements:

- 18,724 workers performing 4,850,520.03 project hours
- 4,771 apprentices performing 1,101,973.16 apprentice project hours
- \$64,903,599.21 in wages being reinvested into the Los Angeles workforce as a result of the requirement to employ local workers. Of that, \$17,048,289.08 was paid to local apprentices for 673,892 hours worked.

Summary of the Current DPW-PLA Local Hire Achievements

108 Public Works Projects with Local Hire Mandates	Local Residents Hired*	Local Journeypersons	Local Apprentices	Transitional/Disadvantaged Workers	Wages & Benefits Paid to Local Residents
No. of workers	5,415	3,578	2,125	1,129	\$64,903,599.21
No. of hours worked	1,829,288.73	1,150,705.73	673,892	888,552.70	
Percentage of Hours worked	38%	23%	61%	18%	

*Local residents hired is inclusive of the local apprentices.

The Bureau of Contract Administration has finalized negotiations related to renewing the DPW-PLA, encompassing the Department's overarching mission and addressing the following components: project delivery, local and transitional worker participation, apprenticeship utilization; workforce referral and development, and an agreement term that maximizes the benefits of these components.

Negotiation Summary Report

Project Delivery

- The Agreement requires that parties to the DPW-PLA constantly maintain a safe work site, free from discrimination and any form of labor action that may delay the project and/or further impact the public right-of-way.
- The Agreement contains comprehensive no strike, no work slowdown, and standardized dispute resolution language to resolve worker or contractor disputes.
- The Agreement addresses maintaining a referral system which ensures a continuous source of skilled workers.
- The Agreement preserves the opportunity for contractors to utilize key members of their staff through a Core Work Force provision.

Local and Transitional Worker Participation

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

Apprenticeship Participation

- The Agreement requires that residents in the targeted areas of the City will perform 50% of all apprenticeship hours worked on the Project.
- An apprentice who begins their period of apprenticeship as a City resident in the targeted areas will retain that status for their entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions submit to the BCA the necessary identifying information to enable the tracking of such apprentices.
- The Agreement now allows that apprentice hours performed by Transitional Workers may also be applied toward the 50% local residents targeted hiring percentage, and vice-versa.

Workforce Referral and Development

- The Agreement's Preamble promotes diversity, inclusion and racial equity in and around all working environments of City business and operations, including, but not limited to recruitment, hiring, retention, training and contracting.
- The Agreement requires that the Unions will work cooperatively with the City, Jobs Coordinators, Work Source Centers and other non-profit entities to identify or establish and maintain effective programs and procedures for persons interested in entering the construction industry.
- The Unions shall track retention of apprentices hired through this program so long as those apprentices participate in a joint labor/management apprenticeship program.
- The Unions will submit quarterly reports to the BCA on the retention and graduation of the participants.
- The parties agree to support the development and graduation of local and/or Transitional Workers and apprentices that reside within the targeted areas.

Term

- The DPW-PLA will commence upon execution by all parties and continue in full force and effect from the date of execution for a period not to exceed ten years.
- Upon request by either party or by mutual consent, the parties will meet to discuss the application of and their experience with the DPW-PLA. As a result of such meeting(s), the parties may, but shall not be obligated to, mutually agree to amendments or modification of the DPW-PLA.
- Either party desiring to renew, extend, or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.

Parameters

- Covered projects are those identified in the Public Infrastructure Program Series (PIPS) List.
- After the fourth (4th) year of the Agreement, the parties shall meet and discuss additional and newer projects to be added to the PIPS List and covered under this Agreement.
- Any covered project awarded during the term of the DPW-PLA shall continue to be covered until completion of the project, notwithstanding the expiration date of the DPW-PLA.

Monitoring and Reporting

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

Report prepared by:

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Hannah Choi, Assistant Director
213-847-2677

JLR:lg
T,OCC.L,Clerical,File
Request to Approve DPW-PLA 2020-2030

Respectfully submitted,



JOHN L. REAMER, JR.
Inspector of Public Works

CITY OF LOS ANGELES

Department of Public Works



Project Labor Agreement (PLA)

2020 - 2030



WITH

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

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

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**PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES**

DEPARTMENT OF PUBLIC WORKS

INTRODUCTION AND FINDINGS

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

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

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

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

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

WHEREAS, the interests of the general public, the City, the Unions, contractors, subcontractors, employers and workers would be best served if the construction work

proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

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

WHEREAS, the Contractor/Subcontractor/Employer(s) (C/S/E) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on these Projects by the C/S/Es, and further, to encourage close cooperation among the C/S/Es, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the duration of this Agreement, insofar as a legally binding agreement exists between the C/S/Es and the affected Unions, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and further, it is understood that C/S/Es are bound and shall remain bound, for the duration of this Agreement by the terms of this Agreement and applicable local and national collective bargaining agreements for the craft work performed, established between the signatory Unions and C/S/Es, in effect and covering the area of these Projects; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the City to maximize business opportunities for minority, women and other business enterprises in City contracts; and

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

WHEREAS, the City has adopted the City Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance to help ensure a discrimination-free, diverse and equitable hiring environment; and

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

WHEREAS, this Agreement reflects the City's adoption of policy to promote diversity, inclusion and racial equity in and around all working environments of City business and operations, including, but not limited to recruitment, hiring, retention, training and contracting; and

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

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

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

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

ARTICLE I

DEFINITIONS

- 1.1 "Agreement" is defined as this Department of Public Works Project Labor Agreement and its applicability to all Projects.
- 1.2 "Apprentice" is defined as any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, indentured in a bona fide Labor/Management construction apprenticeship program, approved by the US Department of Labor (DOL) and California DAS.
- 1.3 "Apprenticeship Program" is defined as any Labor/Management construction apprenticeship program certified and approved by the California Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, approved by the US DOL and California DAS.
- 1.4 "Awarding Authority" is defined as any board or commission of the City, or any employee or officer of the City, that is authorized to award or enter into any contract on behalf of the City.
- 1.5 "Board" is defined as the City of Los Angeles Board of Public Works.
- 1.6 "Bureau of Contract Administration" (BCA) is defined as the designated bureau

within the City's DPW responsible for administering this Agreement.

- 1.7 "City" is defined as the City of Los Angeles, a municipal corporation, and all City awarding authorities.
- 1.8 "Construction contract" is defined as a City contract which has been certified by the City Controller, awarded by the Board, and is necessary to complete the DPW Project.
- 1.9 "Contractor/Subcontractor/Employer(s)" (C/S/E) is defined as any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise, and which is properly licensed for the work intended, and has entered into a contract covered under this Agreement or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Board and incorporated within this Agreement.
- 1.10 "Core Worker" is defined as a verifiable member of a C/S/E's core workforce for the purpose of this Agreement if the worker's name appears on the C/S/E's active payroll for 60 of 100 working days immediately prior to the award of the construction contract; 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; and meets all standards required by applicable local, state or federal law or regulation.
- 1.11 "Covered Project(s)" or "Project" is defined as a project or projects which have been included within the Public Infrastructure Program Series List ("PIPS") and covered by this Agreement or so designated by the Board of Public Works. The Board may identify additional projects that are appropriate for coverage by the

Agreement for inclusion under the PIPS and include such projects by Board Resolution. The Board shall request an annual review of the DPW Capital Improvement Program to identify any new projects appropriate for inclusion within the PIPS.

- 1.12 "Employment Hiring Plan" (EHP) is defined as a C/S/E's detailed hiring plan as described in BCA's Targeted Hiring Guidelines for Contractors and the Policy.
- 1.13 "Engineer" is defined as the City Engineer or his/her authorized representative.
- 1.14 "FHWA Project" is defined as a DPW Project that is funded in whole or in part by the Federal Highway Administration (FHWA).
- 1.15 "Jobs Coordinator" is defined as the Prime Contractor's designated person, agent or agency that will coordinate a covered project's local hire referral process with the C/S/E, Unions and other referral organization, such as those listed in BCA's Targeted Hiring Guidelines for Contractors. The Jobs Coordinator will be responsible for documenting the hiring process of all workers on a covered project, and must be able to demonstrate or document to the BCA that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.
- 1.16 "Joint Administrative Committee" (JAC) is defined as described in Article XII of this Agreement.
- 1.17 "LA/OCBTC" (Trades Council) is defined as the Los Angeles/Orange Counties Building and Construction Trades Council.
- 1.18 "Letter of Assent" is defined as the document that each C/S/E (of any tier) must sign and submit to the City's Inspector of Public Works, which formally binds them

to adherence to all the forms, requirements and conditions of this Agreement and Policy.

- 1.19 “Local Resident” is defined as either an individual whose primary residence is within Tier 1 or 2 zip code areas, or an individual whose primary place of residence is within the City of Los Angeles and has been identified as a Transitional Worker.
- 1.20 “Long-Term Unemployment” is defined as being jobless for 27 weeks or more, or as otherwise defined by the Bureau of Labor Statistics.
- 1.21 “Master Labor Agreement” is defined as the local area collective bargaining agreements negotiated and executed from time to time by (i) the applicable employer associations and (ii) Local Unions having jurisdiction over Covered Projects.
- 1.22 “Plan” is defined as the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as referenced in Article XIV of this Agreement.
- 1.23 “Policy” is defined as the DPW Public Works Infrastructure Stabilization Policy.
- 1.24 “Public Infrastructure Program Series List” (PIPS) is defined as all projects contained in the adopted PIPS (Attachment “E”) that are covered under this Agreement.
- 1.25 “Subscription Agreement” is defined as the contract between a C/S/E and a Union’s Labor/Management Trust Fund(s) that allows the C/S/E to make the appropriate fringe benefit contributions in accordance with the contract terms.
- 1.26 “Targeted Hiring Guidelines for Contractors” is defined as the document provided by the BCA to assist C/S/E’s in implementing the targeted hiring procedures.
- 1.27 “Tier 1” is defined as zip codes within the City, identified in Article 7.4 of this

Agreement, having at least 2 census tracts (or portion thereof) in which the median household income is less than 50% of the County of Los Angeles' median annual household income, and/or where the unemployment rate exceeds 200% of the County of Los Angeles' unemployment rate as reported by the most recent available U.S Census Bureau data.

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

1.29 "Transitional Worker" is defined as an individual whose primary place of residence is within the City of Los Angeles and who prior to commencing work on a Project has been certified as satisfying at least one of the following Criteria: (1) having Veteran status; having a documented history of involvement with the criminal justice system; or being homeless. If the Jobs Coordinator or Employer is not able to identify anyone using Criteria (1), then Criteria (2) may be used. Criteria (2) is an individual that is either a graduate of an LA/OCBTC approved MC3 pre-apprenticeship program or facing two of the following barriers to employment: having a household income less than 50% of the Los Angeles County's median annual household income, receiving public assistance, lacking a GED or high school diploma, being a custodial single parent, suffering from long-term unemployment, being emancipated from the foster care system, or being an

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

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

ARTICLE II

SCOPE OF AGREEMENT

- 2.1 Parties: The Agreement shall apply and is limited to all C/S/Es performing construction on a DPW Project, the Board, and the Unions.
- 2.2 Project Description: The Agreement shall apply to all PIPS construction contracts awarded by either the Board or the Awarding Authority. The Board has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. Should the Board remove any contract from the Project and thereafter authorize that construction work be commenced on the contract, the contract may, at the discretion of the Board, be performed under the terms of the Agreement. After the fourth (4th) year of this Agreement, the parties shall meet and discuss additional and newer projects to be listed on a revised Attachment E, which projects shall be covered under this Agreement. Additionally, it is understood by the Parties that the Board may at any time, and at its sole

discretion, add additional projects under this Agreement not otherwise described in this Section 2.2.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Master Labor Agreements ("MLA"), (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Project Labor Agreement, neither the Prime Contractor, Employer, nor the Subcontractor (of any tier) or owner-operator will be obligated to sign any other local, area, or national agreement, except as may be provided in Section 8.2, below. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any MLA and all other national, area, or local collective bargaining agreements except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Grievance and Arbitration Procedure) and Article XIV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement

shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement, except for those disputes exempted from the grievance procedure pursuant to Section 13.1. Where a subject is covered by a provision in an MLA and not covered by this Agreement, the provision of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours or working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

2.4 Exclusions:

- (1) The Agreement shall be limited to construction work on a Project which is approved by the Board, and is not intended to, and shall not apply to any construction work performed at any time prior to the effective date, or after the expiration or termination of the Agreement, or on other City projects.
- (2) The Agreement is not intended to, and shall not, affect or govern the award of contracts by the Board, which are outside the approved scope of the Project.
- (3) The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related or not to Projects.
- (4) The Agreement shall not apply to a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by the MLAs), office and clerical employees, or any other employee not performing construction craftwork.
- (5) Notwithstanding the foregoing, it is understood and agreed that

Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall not cover quality assurance work performed by or on behalf of the DPW. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Notwithstanding the provisions of this sub-section, the DPW may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The DPW must provide prior notice to the Trades Council that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under this Agreement are available.

- (6) This Agreement shall not apply to material suppliers or delivery by any means of material, supplies, or equipment required to any point of delivery, except that the hauling/delivery of soil, sand, gravel, aggregate, rocks, concrete, asphalt, excavation materials, fill material and construction debris shall be covered by this Agreement.
- (7) This Agreement shall not apply to City employees.
- (8) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other

supervisory services on the Project, provided such entities do not perform craft employee construction work on the Project with their own employees or to customer service work performed post completion by an entity other than the C/S/E that performed the original construction work.

- (9) This Agreement shall not apply to DPW construction contracts or Projects, if such Project has federal funding and the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.
- (10) For FHWA Projects, this Agreement shall apply to the covered project, in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.
- (11) Out-of-State Workers: Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth by the Agreement.
- (12) Notwithstanding the foregoing, demolition and asbestos abatement shall constitute work covered by the Project Labor Agreement when such work is part of a Covered Project.

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

ARTICLE III

EFFECT OF AGREEMENT

- 3.1 By executing the Agreement, the Unions and the Board agree to be bound by each and all of the provisions of the Agreement.
- 3.2 By accepting the award of a construction contract for a Project, each C/S/E agrees to be bound by each and every provision of the Agreement.
- 3.3 At the time that any C/S/E enters into a subcontract with any subcontractor of any tier providing for the performance of construction for a Covered Project, the C/S/E shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work. See Attachment "A" for a sample Letter of Assent. Approval of any C/S/E to perform work on the Project will be contingent upon the submittal of its Letter of Assent and its Employment Hiring Plan.
- 3.4 This Agreement shall only be binding on the signatory C/S/Es hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any construction contract prior to the execution of this Agreement.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, Board and C/S/Es agree:

- (1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the City because of a dispute on this Project.
- (2) As to employees employed on the Project, there shall be no lockout of any kind by any C/S/E(s) covered by the Agreement. The C/S/E(s) may lay off employees for lack of work or delay of work on the Project.
- (3) The Unions agree that they shall not sanction in any way any picket line or other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Covered Project will also do so themselves.
- (4) The Unions agree that they shall not sanction, aid, abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site or C/S/E's business site that will economically and/or materially affect the completion of the Project. Any such costs that

economically and/or materially harm the City shall be borne by the affected Union and made payable to the City.

(5) Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular C/S/E who:

- (i) fails to timely pay its weekly payroll; or
- (ii) fails to make timely payments to the Union's Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members services for the C/S/E's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union's MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by either email or facsimile transmission to the involved contractor, the prime contractor, and the BCA. Union will meet within the ten (10) day period to attempt to resolve the dispute.
- (iii) Upon the payment of the delinquent C/S/E of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work; the C/S/E shall return all such members back to work.

4.2 Expiration of Local Agreements: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Covered

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

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

wage rates and employer contribution rates to the employee benefit funds, if the C/S/E affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Covered Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected C/S/E shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected C/S/Es shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor the Board, nor the Board's designee, nor any other C/S/E has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such C/S/E.

- (3) Some C/S/Es may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other C/S/Es may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between the two options, C/S/Es will be given one week after the particular labor

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

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

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

1. Christopher David Ruiz Cameron
2. Michael Rappaport
3. Walter Daugherty
4. Paul Greenberg
5. Lou Zigman

The DPW and the Unions agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask

to be relieved from their status as a permanent Arbitrator, the DPW and the Unions shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. John Kagel
2. Fred Horowitz
3. Wayne Estes

The selection of a new permanent Arbitrator shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the Contractor involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or email to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

- (2) Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
- (3) The Arbitrator shall notify the Parties to the Arbitration by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved. Said hearing shall be completed in one session, which, with appropriate recesses at the

Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

- (4) The sole issue at the hearing shall be whether or not a violation of Sections 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.
- (5) Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.3(3) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order

of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties by hand or delivered by registered mail.

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

(7) The fees and expenses incurred in arbitration shall be divided equally by the parties (the applicable Union and Contractor) to the arbitration.

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

ARTICLE V

NO DISCRIMINATION

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

ARTICLE VI

UNION SECURITY

- 6.1 The C/S/Es recognize the Unions as the respective sole bargaining representatives for all craft employees working within the scope of this Agreement.
- 6.2 Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been voluntarily authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 6.2 is intended to supersede independent requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Covered Work.

ARTICLE VII

REFERRAL

- 7.1 The Union(s) shall be the primary source of all craft labor employed on the Project(s) and will exert their best efforts to recruit and identify individuals, particularly residents of the City residing in the Tier 1 or Tier 2 zip code areas, as well as those referred by the Jobs Coordinator, for entrance into joining labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs. In the event that the C/S/E has its own Core Worker(s), and wishes to employ such workers to perform covered work, the C/S/E shall employ such workers in accord with the provisions of this Article VII.

The following process shall govern the employment of workers at the Project:

- (1) A worker shall be considered a member of a C/S/E's core workforce for the purposes of this Article if the worker meets the required definition stated in Section 1.10 of this Agreement. The C/S/E shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the City. Prior to each C/S/E, which utilizes any core employees, performing any work on Covered Project(s), each such C/S/E shall provide a list of its core employees to the BCA and the Trades Council. Failure to do so will prohibit the C/S/E from using any core employees. The number of Core Workers on this Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such C/S/E's requirements are met or until such C/S/E has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall first be requisitioned from the hiring hall in accordance with other provisions in Article VII.
- (2) In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the C/S/E under this Agreement. This provision applies only to C/S/Es which are not independently signatory to a current MLA for the craft workers under their

employ and is not intended to limit the transfer provisions of the MLAs of any Union.

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

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

(1) The C/S/E's must document, from the applicable Tiers, all efforts made to comply with the targeted hiring process to locate and hire Local Residents and/or Transitional Workers. The C/S/E may employ Local Residents and/or Transitional Workers referred by the Jobs Coordinator. However, in the event the Jobs Coordinator is unable to fill the requisition of a C/S/E for Local Residents and/or Transitional Workers, the C/S/E may utilize any

organization, such as those listed in the Targeted Hiring Guidelines for Contractors, to assist them in satisfying the requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

- (2) The C/S/E shall inform the Unions, Job Coordinator and the BCA of the name, address, worker craft classification and social security number of any worker hired from other sources upon their employment on the Project(s).
- (3) No Local Resident and/or Transitional Worker, having been pre-screened and/or pre-qualified by the Jobs Coordinator, and employed by the C/S/E to work on the Project, shall be required to participate in any Joint Labor/Management "boot camp" or pre-apprentice program that will unnecessarily delay the Local Resident and/or Transitional Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.
- (4) Any work person hired under this Section 7.3, as well as all other workers hired under this Article VII, shall be obligated to register with the appropriate Union hiring hall, prior to their first day of employment on the Project.

7.4 The Unions will exert their best efforts to refer/recruit sufficient numbers of skilled craft Local Residents and Transitional Workers to fulfill the requirements of the C/S/E(s). In recognition of the fact that the communities within the boundaries of the City will be impacted by the construction of the Project(s), the Parties agree to support the development and graduation of Transitional construction apprentices and workers from residents within Tier 1 or Tier 2 zip code areas. Towards that end, the Unions agree to encourage and provide referrals and utilization of

qualified workers residing preferably within the Tier 1 zip code areas identified in the following:

Tier 1 Zip Codes

90001	90013	90028	90044	90068	91402
90002	90014	90029	90046	90077	
90003	90015	90031	90047	90089	
90005	90016	90032	90049	90248	
90006	90017	90033	90056	90731	
90007	90018	90037	90057	90744	
90008	90020	90038	90058	90810	
90010	90021	90039	90059	90813	
90011	90023	90042	90063	91205	
90012	90024	90043	90065	91331	

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

Tier 2 Zip Codes

90004	90048	90265	90710	91304	91342	91405	91605
90019	90061	90272	90717	91306	91343	91406	91606
90025	90062	90290	90732	91307	91344	91411	91607
90026	90064	90291	90745	91311	91345	91423	
90027	90066	90292	91040	91316	91352	91504	
90034	90067	90305	91042	91324	91356	91505	
90035	90095	90402	91201	91325	91364	91506	
90036	90230	90405	91206	91330	91367	91601	
90041	90232	90501	91302	91335	91401	91602	
90045	90247	90502	91303	91340	91403	91604	

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

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

- (1) The following percentages shall be the targeted hiring for the Project:
 - (a) At least 30% of total work hours shall be performed by Local Residents residing within Tier 1 described in Article 7.4. If the 30% local hire is not attained utilizing the Tier 1, the outreach shall expand to the Tier 2 as described in Article 7.5 of this Agreement.
 - (b) At least 10% of total work hours shall be performed by Transitional Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 respectively and the remaining zip code areas within the City of Los Angeles. These hours shall be applied towards the 30% Local Resident targeted hiring.
 - (c) Apprentices must be employed on each project in accordance with the requirements mandated by Section 1777.5 of the California Labor Code. The Parties agree that City residents in the Tier 1 or Tier 2 zip code areas, as well as Transitional Workers, will perform 50% of all apprenticeship hours worked on the Project.

An apprentice who begins his/her period of apprenticeship as a City resident in the Tier 1 or Tier 2 zip code areas, or an apprentice

Transitional Worker, will retain that status for the entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions submit to BCA the necessary identifying information to enable the tracking of such apprentices, if requested by BCA.

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

(2) The employer retains authority in making individual hiring decisions.

(3) Hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth above.

(4) The above referenced targeted hiring shall apply to FHWA projects in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

7.7 The Transitional Workers may be referred to the Unions from the Jobs Coordinator or Employer. The Jobs Coordinator or Employer shall pre-screen and/or pre-

qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify the Transitional Worker, with first priority given to Group 1:

- (1) Satisfies one of the following criteria:
 - a. Being a veteran;
 - b. Having a documented history of involvement with the justice system;
 - c. Being homeless; or
- (2) Is an LA/OCBTC approved MC3 pre-apprenticeship program graduate

OR

Faces at least two of the following barriers to employment:

- a. Having a household income below 50% of the Los Angeles County's median annual household income;
- b. Emancipated from the foster care system;
- c. Receiving public assistance;
- d. Lacking a GED or high school diploma;
- e. Being an apprentice with less than 15% of the apprentice hours required to graduate to journey level in a program as described in Section 1.3;
- f. Being a custodial single parent;
- g. Suffering from long-term unemployment, as described in Section 1.20;

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

satisfies the criteria set forth above.

- 7.8 The C/S/Es and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The C/S/Es and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties.
- 7.9 The Unions and C/S/Es agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on a Project and of apprenticeship and employment opportunities for a Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.
- 7.10 The C/S/Es shall use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Residents, Transitional Workers, and/or general dispatch.
- (1) When Local Residents and/or Transitional Workers are requested by the C/S/Es, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

- (2) In the event that a C/S/E, having not achieved its targeted hiring participation levels, requests a Local Resident and/or Transitional Worker from the Union hiring facility, and is referred a worker who is not a Local Resident and/or Transitional Worker, the C/S/E is under no obligation to hire the referred worker for the Project work and shall notify the Union hiring facility and the Jobs Coordinator.
- (3) The C/S/Es, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the City representative as described in Article XI of this Agreement.

7.11 Apprentices

- (1) The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the City's local work force, and the opportunities to provide continuing work for Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents and/or Transitional Workers to commence and progress in Labor/Management apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City, Jobs Coordinator, Work Source Centers, other non-profit entities, organizations and the Unions, will work

cooperatively to identify, or establish and maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs maintained by the signatory unions.

- (2) Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint labor/management apprenticeship program. The DPW shall provide a list of all Apprentices who have worked on City of Los Angeles PLA projects to the apprenticeship coordinators of the signatory unions on a quarterly basis. In turn, the signatory unions shall collect and compile information on the retention of these Apprentices and submit this information to the DPW on a quarterly basis. The DPW will use the information provided to generate a quarterly report on retention of Apprentices on the City's PLA projects.
- (3) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the

C/S/E shall provide adequate proof evidencing the worker's qualification as a journeyman.

ARTICLE VIII

WAGES AND BENEFITS

8.1 Wages.

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

8.2 Benefits.

(1) All C/S/Es not signatory to the established Labor/Management Trust Fund agreements, as specified in the MLAs for the craft workers in their employ, shall sign a "Subscription Agreement" with the appropriate Labor/Management Trust Fund covering the work performed under this agreement.

- (2) All C/S/Es shall pay contributions to the established employee benefit funds on behalf of all employees performing Project work under this Agreement in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. The C/S/Es directly Signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deductions programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.
- (3) The C/S/E adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The C/S/E authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the C/S/E.

ARTICLE IX

EMPLOYEE GRIEVANCE PROCEDURE

- 9.1 Should a grievance arise regarding the imposition of discipline of an employee, or the dismissal of an employee, working on Project work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable MLA for the craft Union representing such employee(s) and not under the provisions of the Grievance Arbitration provisions of Article XIII.
- 9.2 The C/S/Es shall not discipline or dismiss its employees except for good cause.

ARTICLE X

DEPARTMENT POLICIES AND PROCEDURES

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

2000), and the Los Angeles Administrative Code (“Administrative Code”) (and any future amendments applicable thereto), including, but not limited to:

- (1) Los Angeles City Charter Article III, Section 371 (award of construction contracts to the lowest responsible bidder);
- (2) Administrative Code Sections, 10.8-1 0.13 (prohibition of discrimination); and Mayor’s Executive Directive No. 2001-26 (City of Los Angeles Minority, Women, and Other Business Enterprise Program).

ARTICLE XI

COMPLIANCE

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

employee or Union from filing a grievance for any violation of Article VIII under the provisions of the Grievance Arbitration Procedure provisions of Article XIII.

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

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

- 12.1 The Parties to this Agreement may establish an eight (8) person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative selected by the Board; one (1) representative of the City Inspector of Public Works; one (1) representative of the City Engineer; one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Trades Council, to be chaired jointly by a representative of the City Inspector of Public Works and the Council. Each representative shall designate an alternate who shall serve in his or her absence.
- 12.2 The JAC shall meet at the call of either of the joint chairs to discuss the implementation and administration of this Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to decide grievances arising under this Agreement.
- 12.3 A quorum will consist of at least two (2) City and two (2) signatory union

representatives. For voting purposes, only an equal number of City and signatory union representatives present may constitute a voting quorum.

ARTICLE XIII

GRIEVANCE ARBITRATION PROCEDURE

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

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

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

Step 2: In the event that the representatives (C/S/E and Union) are unable to resolve

the grievance after its referral to Step 1, either involved party may submit the grievance, within five (5) business days of the Step 1 meeting of the parties to the grievance, to the Joint Administrative Committee (JAC), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives of the JAC), to confer in an attempt to resolve the grievance. If the grievance is not resolved by the parties to the grievance within five (5) business days after its referral (or such longer time as is mutually agreed on by all representatives of the JAC) to the JAC, it may be referred within five (5) business days by either party to Step 3 by written notice of the submittal of the grievance to arbitration in accordance with the provisions set forth below.

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

confirmation of the Award made by the Arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

- 13.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 13.2 may be extended by mutual agreement of the Parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.
- 13.4 Grievances which are settled directly by the Parties to such grievance shall not be precedent setting.
- 13.5 The City or its designated representative shall be given advance notification of all proceedings of all actions at Steps 2 and 3 and may observe such proceedings upon request.

ARTICLE XIV

JURISDICTIONAL DISPUTES / PRE-JOB CONFERENCE

- 14.1 The assignment of work will be solely the responsibility of the C/S/E performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor plan.
- 14.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades

Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the C/S/Es and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision.

- 14.3 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan. The Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 14.4 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slowdown of any nature and the C/S/E's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.
- 14.5 Pre-Job Conference. A pre-job conference shall be held with all parties prior to the start of work by the prime contractor for the Covered Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The subcontractors/owner operators of any tier will be advised in advance of all such conferences and shall participate. The Trades

Council and the BCA's Office of Contract Compliance shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the C/S/E at a pre-job conference. Any formal jurisdictional dispute raised under Article XIV must be raised at the pre-job conference upon disclosure of the work assignments. If the C/S/E intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the C/S/E must notify the appropriate affected craft union(s) prior to the commencement of work. The C/S/E performing all project work that was not previously assigned at the pre-job conference will conduct a separate pre-job conference for such newly assigned work prior to commencing such work.

ARTICLE XV

MANAGEMENT RIGHTS

- 15.1 The C/S/Es shall retain full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement on an MLA. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times.
- 15.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The C/S/Es may utilize the most efficient methods or techniques of

construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.

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

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

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

ARTICLE XVI

SAFETY, PROTECTION OF PERSON AND PROPERTY

- 16.1 It shall be the responsibility of each C/S/E to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the DPW, City, the state and the C/S/E. It is understood that the employees have an individual obligation to use diligent care to perform their work in safe manner and to protect themselves and the property of the C/S/E, the City and the DPW.
- 16.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E and the DPW. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his or her obligations under this Section will subject him or her to discipline, including discharge.
- 16.3 The Parties acknowledge that the City and the C/S/E have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the City's premises. Additionally, the C/S/E has a "drug free" work place policy, which prohibits those working on the City's premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.
- 16.4 To that end, the Parties agree to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment B which shall be the policy and procedure utilized under this Agreement.

ARTICLE XVII

SAVINGS CLAUSE

- 17.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence or word of this Agreement is determined to be illegal or void, by a court of competent jurisdiction, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence or 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 this Agreement such that the intent of the Parties is defeated, then the entire Agreement shall be null and void.
- 17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City or DPW from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a C/S/E, the Unions will no longer be bound by the provisions of Article IV to the extent that such C/S/E is no longer bound. The Unions and their members shall remain bound to Article IV with respect to all other C/S/Es who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such C/S/Es.

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

ARTICLE XVIII

STEWARD

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

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

ARTICLE XIX

TERM

- 19.1 This Agreement shall commence upon execution by all Parties (the City of Los Angeles Department of Public Works and the Los Angeles/Orange Counties Building and Construction Trades Council and the Craft Unions signatory to this Agreement) and shall continue in full force and effect from the date of execution by all Parties for a period of ten years. During the term of this Agreement, upon request by either Party or by mutual consent, the Parties will meet to discuss the application of, and their experience with, this Agreement. As a result of any such meeting, the Parties may, but shall not be obligated to, mutually agree to amendments or modification of this Agreement.
- 19.2 The Agreement shall continue in full force and effect for each covered Project until project acceptance by the Board. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.
- 19.3 Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

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

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: _____
Edward M. Jordan
Assistant City Attorney

Date: _____

THE CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

By: _____
Greg Good
President, Board of Public Works

Date: _____

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

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

Date: _____

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) _____
- Gunite Workers (Local 345) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 300) _____
- Laborers (Local 1309) _____
- Laborers (Local 1184) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 _____
- Pipe Trades (Plumbers Local 78) _____
- Pipe Trades (Pipe Fitters Local 250) _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Plumbers/Fitters Local 761) _____
- Pipe Trades (Sprinkler Fitters Local 709) _____
- Plasterers (Local 200) _____
- Plaster Tenders (Local 1414) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 105) _____
- Teamsters (Local 986) _____

ATTACHMENT "A"

COMPANY LETTERHEAD

Date: _____

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

PROJECT NAME: _____

Dear Mr. Reamer:

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

The undersigned C/S/E acknowledges that compliance with the provisions relating to Local Hire and Transitional Workers (Articles 7.3, 7.6, 7.7 & 7.10), Workforce Referral and Development (Articles 7.1, 7.4, 7.5, 7.8 & 7.10), and Apprenticeship Participation (Article 7.7 & 7.11) is of particular importance.

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

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

This Letter of Assent shall become effective and binding upon the undersigned C/S/E the _____ day of _____, _____, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,
(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

(Contractor's State License No.)

ATTACHMENT "B"

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

APPROVED

DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

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

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

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

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

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

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

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

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

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to

deny the applicant or employee his/her employment on the project.

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

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 drug or alcohol pursuant to the procedures stated hereinabove.

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

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

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

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

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

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

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

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

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

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

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

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

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

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

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

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

treatment for an illness.

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

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

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff ¹	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) ²	50 ng/ml ³	- THCA	15 ng/ml
Cocaine metabolite (Benzoyllecgonine)	150 ng/ml ³	Benzoyllecgonine	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

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 benzoyllecgonine):** 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 benzoyllecgonine).

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	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

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

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

ATTACHMENT "C"
CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
BUREAU OF CONTRACT ADMINISTRATION
REQUEST/VERIFICATION FOR CRAFT EMPLOYEES
 (Project: _____)

INSTRUCTIONS

To the Contractor:

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

To the Union:

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

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

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

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

SEE ATTACHED TIER 1 AND TIER 2 ZIP CODES

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

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

Employee Name	Address	Zip Code

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

Total Workers Requested _____

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

Site Address: _____ Report to (On-Site Contact): _____

On-Site Tel.#: () _____ Fax: () _____

Comments or special requirements:

Union Use Only		
(Fax the Completed Form Back to Contractor)		
Reception Date:	Dispatch Date:	Received By:
<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
30% Local	<input type="checkbox"/>	<input type="checkbox"/>
10% Transitional	<input type="checkbox"/>	<input type="checkbox"/>
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>
Comments:		

ATTACHMENT "D"

Los Angeles Department of Water and Power
PLA Construction Trade Unions Contact Numbers

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

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

Boilermakers (Local 92)

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

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

2679 Sierra Way
LA Verne, CA 91750
Tel: (626) 739-5600
Fax: (626) 739-5610

Drywall Finishers Local 1136

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

Electricians (Local 11)

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

Elevator Constructors (Local 18)

2011 E Financial Way
Glendora, CA 91741
Tel: (626) 449-1869
Fax: (626) 577-1055

Operating Engineers (Local 12)

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

Glaziers (Local 636)

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

Gunite Workers (Local 345)

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

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

13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)

17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers Local 1309

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

Laborers Local 300

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

Laborers Local 1184

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

Painters & Allied Trades DC 36

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

Plaster Tenders

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

Plumbers (Local 761)

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

Pipe Trades (Local 250)

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

Pipe Trades (Local 345)

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

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

12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

Plasterers (Local 200)

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

Cement Masons #500

331 Corporate Terrace Circle
Corona, CA 92879
Tel.: (714) 554-0730
Fax: (714) 265-0780

Cement Masons #600

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

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

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

Roofers & Waterproofers (Local 36)

5380 Poplar Blvd.
Los Angeles, CA 90032
Tel: (323) 222-0251
Fax: (323) 222-3585

Sheet Metal Workers (Local 105)

2120 Auto Centre Dr., Suite 105
Glendora, CA 91740
Tel: (909) 305-2800
Fax: (909) 305-2822

**Southwest Regional Council of
Carpenters**

533 S. Fremont Avenue, 10th Floor
Los Angeles, CA 90071
Tel: (213) 385-1457
Fax: (213) 385-3759

Teamsters (Local 986)

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

Tradeshaw and Sign Crafts

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

**Public Infrastructure Project Series (PIPS)
Department of Public Works
Public Infrastructure Stabilization Program Project List**

	<u>Project Title</u>
1	LA Streetcar Project
2	Clean Water Campus (CWC)
3	Hollywood Walk of Fame Renovation
4	East West Valley Interceptor Sewer
5	San Fernando Relief Sewer - Doran St to Division St
6	North Hollywood Park Stormwater Capture
7	HWRP- Solids Handling & Truck Load Facility
8	LAGWRP - Primary Effluent Equalization Storage
9	NOS Rehab Unit 10 - 101 Fwy to Cardinal St.
10	LA River Way - SF Valley Completion (Vanalden to Balboa)
11	DCTWRP- Maintenance and Warehouse Facility Replacement
12	LACERS' Building Buildout Analysis
13	LAGWRP- Personnel Building
14	First and Broadway Civic Center Park
15	Channel 35 Studio Phase 1
16	NOS Rehab Unit 16 - Rigali Ave & Finch St
17	NOS Rehab Unit 11 - Humboldt St to Cardinal St
18	Valley Plaza Park North Stormwater Capture
19	NOS Rehab Unit 15 - Petite Ct to Marsh St
20	Paseo Del Mar (White Point) Permanent Restoration
21	HWRP- Co-Digestion Implementation Improvements
22	DCTWRP- Multi-Purpose and Office Building
23	DCTWRP- Primary Treatment Upgrades
24	Warner Grand Theatre
25	LAPD CATS STORAGE BUILDING
26	NOS Rehab Unit 33 - Magnolia Blvd to Woodman Ave
27	Boyle Heights Sports Center - Gymnasium
28	Venice Auxiliary Pumping Plant
29	HTP- FOG Receiving Station North
30	NOS Rehab Unit 20 & 21 - Zoo Dr. R/W to Doran St.
31	CBD Sewer Rehab Unit 12 - Alameda to 14th PI
32	Venice High School Pool & Bathhouse Replacement
33	David M. Gonzales Recreation Center Stormwater Capture
34	Reseda Blvd, Reconstruction, Between Parthenia St. and Victory Blvd.
35	Ballona Creek Water Quality Improvement
36	CBD Sewer Rehab Unit 5 - Wisconsin St to Denker Ave
37	Alameda St. Widening from Harry Bridges to Anaheim
38	ATP 4: Liechty Middle and Neighborhood ES (Local Funds)
39	Hollywood Recreation Center - Modern Gym.
40	Reseda Skate Facility Development
41	Channel 35 Studio Phase 2

42	CBD Sewer Rehab Unit 6 - Denker Ave to Van Ness Ave
43	Highland Park Old Bank Building
44	NOS Rehab Unit 35 - Noble to Cedros
45	Highland Park Jr. Arts Center (Renovate Bldg)
46	Asilomar BI Landslide Mitigation (tie-back wall and grading)
47	Alameda St. Widening from Anaheim to PCH
48	CBD Sewer Rehab Unit 11 - 6th to Bay
49	TIWRP- Digester Insulation Replacement
50	Pershing Square Modernization - Phase 1B
51	TIWRP- Phase I AWPf MF System Replacement
52	HWRP- Digester Battery E Improvements
53	Strathern Park North Stormwater Capture
54	TIWRP- Service Maintenance & Warehouse Facility
55	NOS Rehab Unit 29 - Beck Ave to Colfax Ave R/W
56	Hollywood Sanitation Yard
57	Highland Ave Street Improvements, Complete Streets
58	Avalon Blvd., Reconstruction, Between San Pedro St. and 120th St.
59	East Wilmington Sewer Project - Area A
60	Aliso Creek - Limekiln Creek Restoration Project
61	Studio City Recreation Center - Gymnasium
62	NOS Rehab Unit 27 - Vineland Ave to Forman Ave
63	NOS Rehab Unit 30 - Colfax to Whitsett
64	Fernangeles Park Stormwater Capture
65	Exposition - West Bikeway - Northvale Segment
66	74th Street Sewer Rehab Unit 3 - Vermont Ave to 67th St
67	HWRP- TSF Mechanical Equipment Upgrades
68	CBD Sewer Rehab Unit 13 - 14th Pl to Main (CBD Unit 14)
69	Whitsett Fields Park North Stormwater Capture
70	TIWRP- Final Tanks Skimmer System Upgrade
71	La Brea Ave Street Improvements, Complete Streets
72	Pio Pico Library Pocket Park and Underground Parking Structure
73	South LA Wetlands - Building Demolition Assessment
74	Potrero Canyon Park - Landscaping
75	TIWRP- Primary Treatment Tanks Improvements
76	NOS Rehab Unit 26 - Forman Ave & Olive Ave
77	ATP Cycle 3- Arts District Pedestrian and Cyclist Safety Project
78	Victory Blvd (Phase 2) - De Soto to Canoga Ave
79	LAGWRP- Blower Air Cleanup System
80	TIWRP- AWPf Emergency Generators
81	LAGWRP- Headworks Improvements
82	Burbank Blvd - Lankershim Blvd to Cleon Ave
83	Vermont Avenue East Primary Sewer Rehabilitation-Florence to 83rd
84	Alexandria Park Stormwater Capture
85	TIWRP- TIRE Facility Enhancement
86	AHSC Round 4 - Weingart
87	HWRP- Equipment Storage Facility
88	Figueroa Primary Sewer Rehabilitation-87th to 108th

89	TIWRP- Headworks Biotrickling Filter Facility
90	Potrero Canyon Pedestrian Bridge over Pacific Coast Highway
91	PP- 669 Harris Place Pumping Plant Rehab
92	Rory Shaw/Strathern Wetlands Park (LA County)
93	Naomi Ave Sewer Upsizing
94	Old Washington Irving Library Building Renovation
95	7th Street Streetscape
96	CBD Sewer Rehab Unit 16 - Broadway 4th to 7th
97	SSRP D CON 01 (P02)
98	74th Street Sewer Rehab Unit 2 - 67th St to Western Ave
99	DAR 08 Westchester and Wilshire
100	Asphalt Plant No. 1 - Phase 2
101	HWRP- Dilute Polymer System Improvements
102	CIP-Branford St at Arleta Ave SD
103	Topanga CPS Solar PV System
104	Pershing Square Implementation - Phase 1
105	Culver Blvd Improvements, Complete Streets
106	Silver Lake Reservoir Stormwater Capture
107	SSRP D CON 05 (H10 & N10)
108	Zelzah Ave Street Improvements
109	Valley Plaza Park South Stormwater Capture
110	CBD Sewer Rehab Unit 15 - James M. Wood Blvd to 11th St
111	Sepulveda Channel Low Flow Treatment Facility (LFTF #2)
112	Granada Hills Pool & Bathhouse Replacement
113	Magnolia Blvd (North) - Cahuenga Blvd to Vineland Ave
114	Madrid Theatre Renovations
115	BSS Yard Relocation
116	TIWRP- AWPf AOP Effluent Recirculation
117	PP 648 Thompson Pumping Plant Rehab
118	SSRP D CON 07 (H17A-E)
119	7th Street Body Shop Replacement
120	AHSC Round 3 - Elden Elms STI & TRA Improvements
121	HWRP- DSF Improvements
122	ATP Cycle 3: Jefferson Blvd Complete Streets
123	HWRP- Ferric Chloride Facility Replacement
124	North Central Yard Locker Improvement
125	DAR 07A North Hollywood / Sunland / Hollywood
126	WLAIS Rehab - Unit 1 - National & Barrington to Clover & Barry
127	Valley Village Park Stormwater Capture
128	CBD Sewer Rehab Unit 14 - Main to Grand (CBD Unit 13)
129	SSRP D CON 02 (E20)
130	Mission CPS Solar PV System
131	Anaheim Street Widening from Farragut Ave. to Dominguez Channel
132	PP 616 Cahuenga Pumping Plant Rehab
133	Alameda St. Widening from Anaheim St. to 300 S/O PCH - East side Improvements
134	SSRP P02 Cesar Chavez Ave & Soto St

135	ATP 4: 112th St. and Flourney ES Safety IMPR Project
136	Concord Street Relief Sewer
137	Cesar Chavez Ave/Lorena St/Indiana St - Roundabout
138	Boyle Heights/Cesar Chavez Great Streets -Brittania St. to Evergreen Ave. (DOT Proj)
139	SSRP H17D Adams Blvd & Budlong Ave
140	HWRP- One Mile Chamber Pump Station
141	LAGWRP- Sodium Hypochlorite Facility Relocation
142	Culinary Arts Building Improvements
143	Rosecrans Recreation Child Care Center
144	Taylor Yard Paseo del Rio Project
145	GREEK THEATRE TERRACE DECK REPLACEMENT
146	SSRP H17C Arlington Av & 10 Freeway
147	NCOS Jefferson/Holdrege Condensate Vault Rehab.
148	AHSC Round 4 - Manchester Urban
149	Southern Pacific Trails
150	AHSC Round 4 - Vermont and Manchester
151	SSRP H17B Pico Blvd and Vermont Ave
152	DAR 07C North Hollywood / Sunland / Hollywood
153	Devonshire PS Solar PV System
154	ATP Cycle 2- Boyle Heights Pedestrian Linkage
155	San Pedro City Hall Little Italy Plaza
156	Sepulveda Basin HJELTE Field
157	DCTWRP- Ancillary Warehouse Facility Installation
158	TIWRP- Polymer System Replacement
159	HWRP- Abrasive Blast & Steam Cleaning Facility
160	ATP 4: Alexandria Avenue ES Neighborhood Safety IMPR Project (Local Funds)
161	HWRP- Headworks Fire Sprinkler System Replacement
162	SSRP H17A Gramercy Pl & Venice Blvd
163	DAR 07D North Hollywood / Sunland / Hollywood
164	AHSC Round 3 - PATH Villas Hollywood STI and TRA Improvements
165	SSRP H17E Denker Av & Jefferson Bl
166	Sheldon Arleta Phase III C - Baseball Field & Picnic Area
167	CIP - Hawaiian-Opp Storm Drain
168	Sheldon Arleta Park - Arleta Ave. Street Improvement
169	TIWRP- Flaring System Replacement
170	Sheldon Arleta Park - Sharp Ave
171	Las Palmas Senior Citizen Center - Renovation
172	LA Street Civic Building