

**LOS ANGELES COMMUNITY COLLEGE DISTRICT**

**(PROPOSITIONS A, AA, MEASURE J, AND GENERAL CONSTRUCTION,  
RENOVATION AND REHABILITATION PROJECTS)**

**AMENDED PROJECT LABOR AGREEMENT**

Effective Date: December 19, 2001<sup>1</sup>

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<sup>1</sup> An amendment to the provisions of the PLA (Article III Union Representation and Employment, Section 3) was incorporated on April 7, 2008. The inclusion of Measure J to the PLA was adopted by the Board on February 25, 2009. Further amendments, including the inclusion of certain non-bonded General Construction, Renovation and Rehabilitation projects to the PLA, were made and adopted by the Board on July 8, 2015 and which became effective on August 13, 2015.

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LOS ANGELES COMMUNITY COLLEGE DISTRICT

(PROPOSITIONS A, AA, MEASURE J, AND GENERAL CONSTRUCTION,  
RENOVATION AND REHABILITATION PROJECTS)

**AMENDED PROJECT LABOR AGREEMENT**

The Project Labor Agreement was initially entered into and effective as of December 19, 2001. The Amendment to the provisions of the PLA (Article III Union Representation and Employment, Section 3) was incorporated on April 7, 2008. The inclusion of Measure J to the PLA was adopted by the Board on February 25, 2009. The inclusion of certain non-bonded General Construction, Renovation and Rehabilitation projects is now being incorporated into the PLA by this Amendment, adopted by the Board on July 8, 2015 and which became effective August 13, 2015. The foregoing are all hereinafter referred to as the "Agreement". The Agreement is entered into by the Los Angeles/Orange Counties Building and Construction Trades Council (the "Council"), the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the "Union" or "Unions"), and those contractors performing work on the projects that are subject to this Agreement. The foregoing are also sometimes referred to hereinafter individually as a "Party"/"party" and/or collectively as the "Parties"/"parties" to this Agreement.

It is understood by the Parties that if this Amended Project Labor Agreement is acceptable to the Los Angeles Community College District ("District"), and adopted by its governing Board of Trustees, it will become the policy of the District that the construction work covered by this Agreement shall be contracted exclusively to contractors performing work on the projects that agree to be bound by this Agreement.

It is further understood that AECOM (hereinafter the "Program Manager") shall administer this Agreement and shall monitor the compliance by all contractors as an authorized representative of the District. It is understood, however, that the current contractual arrangement between the District and AECOM is of limited duration, not necessarily for the length of the Program, and that should an extended Contract not be awarded to AECOM, a new Program Manager will be designated by the District and such Program Manager will undertake the obligations, responsibilities and authority of AECOM for the implementation, administration and compliance with this Agreement. For the purposes of this Agreement, each contractor has recognized and appoints the Program Manager, its successors or assigns, as its agent, with full, independent authority to implement and administer this Agreement and, when and if appropriate or necessary, negotiate amendments to this Agreement. Together with the Union Parties, the Program Manager shall be considered a "negotiating party" of this Agreement.

"Project Manager(s)" and "Construction Manager(s)" may be selected by the District on one or more campuses to oversee and/or inspect Contractor activity, as agents and/or representatives of the District. They will not be engaged in construction work and their relationship to this Agreement, if any, shall be through the Program Manager.

The Unions and all contractors agree to abide by the terms and conditions of this Agreement, and that this Agreement represents the complete understanding of the Parties, and no contractor is or will be required to sign any other agreement (except as provided in Article II, Section 4 (b)) with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a contractor and a Union Party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the Program Manager.

The Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder for work that is subject to this Agreement, without regard to whether that successful bidder performs work at other sites on either a union or a non-union basis and without regard to whether employees of such bidder are or are not members of any union. This Agreement shall not apply to any work of any contractor other than that work specifically covered by this Agreement (hereinafter "Project Work"). The District has issued a Statement of Policy for Construction Contracting regarding Project Work which is part of this Amended PLA, a copy of which is attached hereto as Attachment "1".

The use of the masculine or feminine gender or titles in this Agreement shall be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction.

### **DEFINITIONS**

The term "Apprentice" as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Contractor" as used hereinafter in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or a subcontractor of whatever tier utilized by such Contractors for Project Work.

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

The term "Letter of Assent" as used in this Agreement means the document that each Contractor must sign and submit to the Program Manager in the form attached hereto as Attachment "2" before starting Project Work. The Letter of Assent must be submitted to the Program Manager within forty-eight (48) hours of the Contractor or Subcontractor being awarded a contract for Project Work, or forty-eight (48) hours before the Contractor or Subcontractor starts any Project Work, whichever occurs later.

The term “Schedule ‘A’ Agreements” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement and/or as otherwise defined in Article II, Section 4 below.

## **ARTICLE I**

### **PURPOSE**

The Project Work to be performed under the terms of this Agreement is intended to increase the educational opportunities, raise student achievement and improve health and safety conditions on the campuses of the nine (9) colleges within the District through the replacement and/or repair and rehabilitation of deteriorating buildings; the construction, furnishing, and equipping of classrooms, laboratories, libraries and related facilities; the repair and upgrading of electrical wiring for computer technology, heating, air conditioning and plumbing; complete earthquake retrofitting; improvement of campus safety, fire security, parking and lighting; and the improvement of current or to-be-acquired real property to relieve overcrowding of the facilities on these campuses.

It is critical to the citizens of the District, the taxpayers, the administration, faculty and students of the District and the State of California that the Project be completed in as timely and economical a manner as possible; that the Project provide employment opportunities through outreach, education, and training for students and residents of the District, in particular those disadvantaged and veterans, and increase business opportunities for all qualified local businesses within the District, including small, emerging, disabled veteran-owned, and other businesses.

It is the purpose and intent of the Parties to this Agreement to make every cooperative effort to achieve the timely, safe, and economical construction for the facilities designated as Project Work, to provide the opportunities envisioned by the District for the residents and businesses in the District to participate in the Project Work, and to establish uniform wages, benefits and working conditions for the craft workers employed on this Project. The Parties recognize that the facilities are to be used for the education of the young people in the state of California and that it is critical that such facilities be completed within schedule for the utilization by the faculty and students; and further recognize that a substantial part of the construction of the Project Work will be undertaken in or near sites and facilities being utilized by the District and that therefore understandings and procedures must be established to minimize the interference with the ongoing implementation of the educational mission of the District and to minimize the disruption or interruption of the ongoing activities of the businesses and residents in the immediate area of the Project Work site(s). The Parties further recognize and agree that the Project Work must be undertaken in a spirit of labor harmony, peace and stability, with the utilization of skilled labor under fair and safe working conditions, without disruption or disputes.

In recognition of these special needs of the Project Work and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Project Labor

Agreement, and to provide the work and training opportunities for the residents and businesses of the District, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruption or disruption of work and the Contractors agree not to engage in any lockout; and, finally, the Parties pledge that they will work together to adopt, develop, and implement processes and procedures which are inclusive of the residents and businesses of the District in accordance with the District's Community Economic Development Program, a copy of which is attached hereto as Attachment "3" to this Agreement. The Parties further recognize and agree that these are material terms and conditions of this Agreement and upon which the District relies to make it the District's policy to bind Contractors to this Agreement for all intents and purposes.

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

This Agreement shall apply, and is limited to, all construction, reconstruction, rehabilitation, and renovation that is part of the District's Bond Program (i.e., Measures A, AA, and J) and to all non-bonded construction, reconstruction, rehabilitation, and renovation, as defined more specifically herein below and shall be referred to as "Project Work".

**Section 1.** Project Work subject to the terms of this Agreement shall be:

- (a) All construction, renovation, reconstruction, or rehabilitation work as follows:
  - (i) General building or general engineering construction contracts (i.e., contracts awarded to "A" or "B" licensees) that are funded with at least \$225,000.00 of Proposition A, Proposition AA, Measure J, or District general funds; or
  - (ii) Specialty construction contracts (i.e., contracts awarded to "C" licensees) that are funded with at least \$25,000.00 of Proposition A, Proposition AA, Measure J, or District general funds; and
  - (iii) All subcontracts flowing from such General and Specialty contracts.
- (b) It is understood and acknowledged by the Parties that if any particular funding line/source prohibits any project or work by the District from being subject to a project labor agreement, project services agreement, or the like, then this Agreement shall not apply to any such projects and/or work.
- (c) It is understood by the Parties that the District may at any time and at its sole discretion determine to build segments of the Project Work under this Agreement which are not currently proposed, or to modify or to not build any one or more of the particular segments proposed to be covered.

(d) Building/Construction Inspector and Field Soils Material Testers (Inspectors) are a covered craft under the PLA. This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft. Every Inspector performing under the Wage Classification of Building/Construction Inspector and Field Soils Material Testers under a professional services agreement or construction contract shall be bound to all applicable requirements of the PLA. Nothing in this section will be construed to include Department of State Architects certified inspectors as included under the scope of this Agreement.

**Section 2.** In addition to Section 1 above, items specifically excluded from the scope of this Agreement include the following:

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

(b) Equipment and machinery owned or controlled and operated by the District;

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

(d) All employees of the District, Program Manager, and Design Team (including, but not limited to, architects, engineers, and Master Planners), or any other consultant for the District (including, but not limited to, Project Managers and Construction Managers and their employees) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement;

(e) Any work performed on or near or leading to or into the site of Project Work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by the District or its contractors (for work which is not within the scope of this Agreement);

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

(g) Work by employees of a manufacturer or vendor necessary to obtain and/or maintain such manufacturer's or vendor's warranty or guarantee;

(h) Non-construction support services contracted by the District, Program Manager, or Contractor in connection with Project Work;

(i) All work by employees of the District or its contractors involving general maintenance, emergency repairs, and/or cleaning work, except as specifically covered by this Agreement; and

- (j) Laboratory work for specialty testing.

### **Section 3.**

(a) The District, the Program Manager, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts for Project Work to any Contractor notwithstanding the existence or nonexistence of any agreements between such Contractor and any Union party provided only that such Contractor is willing, ready and able to execute and/or be bound by this Project Labor Agreement, should such Contractor be awarded work covered by this Agreement.

(b)(1) It is agreed that all Contractors who have been awarded contracts for work covered by this Agreement shall be required to accept and to be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by executing the Letter of Assent, as set forth in Attachment 2 hereto, and turning same in to the Program Manager before starting any Project Work. The Letter of Assent must be submitted to the Program Manager within forty-eight (48) hours of the Contractor being awarded a contract for Project Work, or forty-eight (48) hours before the Contractor starts any Project Work, whichever occurs later. The Program Manager shall send such Letters of Assent to the Council as soon as possible, and preferably, before the start of any work covered by this Agreement.

(b)(2) To facilitate the dispatch of local residents, disadvantaged workers, and veterans, all Contractors will be required to use the specified Craft Employee Request Form for each specific campus location whenever they are requesting the referral of any employee from a Union referral list for Project Work, a sample of which is attached hereto as Attachment "5". When local residents, disadvantaged workers and veterans are requested by a Contractor or Subcontractor, the Unions will refer such workers regardless of their place in the Union's hiring halls' list and regardless of normal referral procedures.

### **Section 4.**

(a) The provisions of this Agreement including the Schedule A's, 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 consistent with Article XIX, Section 3 and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or National Agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later project labor agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto



who are then currently employed or represented on Project Work. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by the provisions of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Where there is a conflict between the language in this Agreement and the language in any attachment to this Agreement, the terms and conditions of this Agreement shall apply.

(b) Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours and working conditions of employees by this Project shall be resolved, under the procedures established in Article VII. It is understood that this Agreement, together with the referenced Schedule A's constitute a self-contained, stand-alone agreement and by the virtue of having become bound to this Project Labor Agreement, the Contractor will not be obligated to sign any other local, area or national Agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly required, non-discriminatory Participation Agreement at the request of the Trustees or Administrator of a Trust Fund established pursuant to Section 302 of the Labor-Management Relations Act and to which such Contractor or Subcontractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor or Subcontractor beyond the terms and conditions of this Agreement and/or expand his obligation to make contributions pursuant thereto). It shall be the responsibility of the Contractor to have each of its' Subcontractors sign such non-discriminatory Participation Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

**Section 5.** The Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

**Section 6.** This Agreement shall be limited to the construction work within the scope of this Agreement for which bids have been received ten (10) days or more after the effective date of this Agreement, including, specifically, site preparation and related demolition work, and utilities and modifications or rehabilitation of existing facilities. Nothing contained herein shall be construed to prohibit, restrict, or interfere with the performance of any other operation, work or function which may be performed or contracted by the District for its own account on its property or in and around a Project Work construction site.

**Section 7.** It is understood that the liability of the Contractor and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Program Manager and/or any Contractor.

**Section 8.** None of the provisions of this Agreement shall be construed to prohibit or restrict the District or its employees from performing work not covered by this Agreement on or around Project Work. As areas of covered work are accepted by the District, the Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modifications, check-out, and/or warranty functions, required by its contract(s) with the District for the Project Work.

**Section 9.** It is understood that the District, at its sole option, may terminate, delay and/or suspend any and all portions of the covered work at any time. Further, the District may prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of the ongoing Project Work on the businesses and residents in the neighborhood of the Project Work site; and/or require such other operational or schedule changes that it may be deemed necessary, in its sole judgment, to effectively maintain its primary mission and to remain a good neighbor to those in the area of its campuses. In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Program Manager, the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this Section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of Article X, Section 8.

### ARTICLE III

#### **UNION RECOGNITION AND EMPLOYMENT**

**Section 1.** The Contractors recognize the Union as the sole and exclusive bargaining representative of all employees working on Project Work within the scope of this Agreement.

**Section 2.** The Contractors shall have the right to determine the competency of all employees, the number of employees required and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 8 and with Article IV, Section 3, below. The Contractors shall also have the right to reject any applicant referred by a local Union, subject to any reporting pay required by Article X, Section 8.

**Section 3.**

(a) For signatory unions now having a job referral system contained in Schedule A, the Contractors agree to comply with such system and it shall be used exclusively by such Contractors, except as modified by this Agreement. Such job referral system will be operated in a non-discriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination, and referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspects or obligations of union membership, policies or requirements. All of the foregoing hiring procedures, including related practices affecting apprenticeship and training, will be operated so as to facilitate the ability of the Contractors to comply with applicable laws, including any and all legally applicable equal employment opportunity/affirmative action obligations.

(b) The local unions will exert their utmost efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors, including specific employment obligations to which the Contractors may be legally and/or contractually obligated.

(c)(i) In recognition of the District's mission to serve and create economic opportunity in the community and the fact that the communities in which the nine (9) campuses are located will be impacted by the construction activities, the parties agree to support the development and employment of increased numbers of construction workers from among the residents of these communities. Specifically, the parties recognize that the District has established as an integral component of its current Community Economic Development Program a goal of 35% of all skilled trade positions (journeyman and apprentices) employed on Project Work on each campus shall be workers residing within the zip codes specified for a particular campus (or for the District as a whole, as described below) and 10% of such local resident hires shall be Disadvantaged Workers and/or Veterans, as defined below. Disadvantaged Workers and Veterans referred by the Unions for project work may be referred to the Unions from a program to be coordinated by and with the Program Manager. Attachment 6 is a listing of the Zip Codes within the geographical boundaries of each community for each campus for purposes of identifying and referring qualified residents as defined below. For purposes of this Agreement the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

"Disadvantaged Workers" shall mean an individual who resides in a District wide zip code and possesses one or more of the following barriers to employment as listed below:

- No high school diploma or General Equivalency Degree;
- A criminal justice record;
- Unemployed for the preceding 90 days, or greater;
- Current recipient of public social service benefits provided by one or more programs, including CalWorks, GAIN, GROW, or EDD unemployment benefits;
- Custodial single parent;
- Homeless; and
- Documented annual household income within the poverty guidelines established by the U.S. Department of Health and Human Services, or has a household income less than 50% of the area median income (AMI).

For purposes of this Agreement, the following terms also have the following meanings: "Emerging" shall mean a firm and/or individual that has been in business in its substantially current form for up to five (5) years; "Local" shall mean a business and/or individual that has its principal headquarters located within Los Angeles County; "Small" shall be defined in the same terms established by the U.S. Small Business Administration (<http://www.sba.gov/content/am-i-small-business-concern>); "Disabled Veteran" shall be defined in the same terms established by the State of California Department of General Services<sup>2</sup>.

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<sup>2</sup> ([www.dgs.ca.gov/pd/Programs/OSDS/DVBEEligibilityBenefits.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/DVBEEligibilityBenefits.aspx))

(c)(ii) In order to support the development of increased numbers of skilled construction workers from among those groups identified above and residents of the Project communities and to meet the needs of the Project Work as described above, the Contractors agree to request and the Unions agree that they will exert their best efforts to, first, identify, encourage and provide referrals and utilization of qualified Local Residents residing from within each campus' specified zip codes, as set forth in the specified Craft Employee Request Form for each specific campus location, Attachment 5". If the Unions cannot provide the Contractors in the attainment of a sufficient number of Local Residents from within each campus' specified zip codes, the Unions will exert their best efforts to, second, then recruit and identify for referral qualified Local Residents from within any zip code listed in Attachment 6. If the Unions cannot provide the Employers in the attainment of a sufficient number of Local Residents from within the zip codes listed in Attachment 6, the referrals shall be made from qualified workers residing within Los Angeles or Orange County.

(c)(iii) All parties agree to cooperate fully in the District's Community Economic Development Program, as the Community Economic Development Program exists at the time they are contracted for Project Work, a current copy of which is attached hereto as Attachment 3. The copy attached is also campus specific. However, the document is conformed during each procurement process for the campus where Project Work is to take place. Further, the parties agree that they will cooperate and participate in any special programs developed for or on behalf of the District to assist residents of the District with educational and training opportunities related to work being undertaken on Project Work and, further, will participate in and make every good faith effort to assure the success of such employment and/or educational and training programs but also of programs encouraged by and/or developed on behalf of the District for the utilization of local, small, emerging, disabled veteran, or other business enterprises.

(c)(iv) The District will monitor the Contractor(s), Subcontractor(s) and Union(s) compliance with the District's Community Economic Development Program. The Program Manager shall maintain the necessary records with regard to the District's required referrals, employment and contracting policies with designated groups. The Local Union hiring halls and Contractor personnel offices and contracting officials shall cooperate with this obligation.

(d) Core Employees: Except as otherwise provided in separate collective bargaining agreement(s) to which a Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate union hiring hall, then a second core employee, and a second employee through the referral system, and so on until a maximum of five core employees are employed, after which all further employees shall be employed pursuant to the other provisions of this Article, starting with Section 3 (a). In laying off, Contractors with 10 or less employees, the number of core employees shall not exceed one-half plus one of the workforce, assuming the remaining employees are qualified to undertake the work available. This provision does not apply to contractors which are directly signatory to one or more of the Schedule A Agreements and is not intended to limit the transfer provisions of the Schedule A Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as the appropriate fringe benefit fund coverage, all Contractors shall require their core employees and

any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a site that is Project Work. Prior to each a Contractor performing any Project Work, each Contractor shall provide a list of its core employees to the Program Manager and the Council. Failure to do so will prohibit the Contractor from using any core employees.

- (e) A Contractor's core work force is comprised of those employees:
  - (i) whose names appeared on the contractor's active payroll for fifty (50) of the one hundred (100) days immediately before award of Project Work to the Contractor;
  - (ii) who possess any license required by state or federal law for the Project Work to be performed;
  - (iii) who have the ability to safely perform the basic functions of the applicable trade; and
  - (iv) who reside within Los Angeles and/or Orange Counties.

If there is any question regarding the core employee's eligibility under this Section, the Program Manager, at a Union's request, shall obtain appropriate proof of such from the Contractor.

The provisions of subsection (d) and this subsection (e) shall not apply to Contractors that do not self-perform trade work on a project defined as Project Work under this Agreement.

**Section 4.** In the event that a Union is unable to fill any requisition for one or more employees meeting a specific category within forty-eight (48) hours after such requisition is made by the Contractor (Saturdays, Sundays, and holidays excepted), the Contractor may employ applicants meeting the criteria sought from any other available source. The Contractor shall promptly inform the Union of any applicants hired from other sources and such applicant shall register with the appropriate Union before beginning Project Work and shall comply with the Union Security requirements set forth in Section 7, below.

**Section 5.** The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor. No Contractor shall knowingly hire an employee employed by a Contractor working under this Agreement, nor shall they induce an employee to change employers.

**Section 6.** In the event that a signatory local union does not have a job referral system as set forth in Section 3(a) above, the Contractor shall give the union equal opportunity to refer applicants, subject to the provision of Sections 3(d) and in a non-discriminatory manner consistent with Section 3(a).

**Section 7.** No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, on Project Work; provided, however, that an employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under the Agreement. All employees shall be required, however, to comply with the provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly non-discriminatory (window and working) dues to the appropriate Signatory Union.

**Section 8.** Except as provided in Article IV, Section 3, individual seniority should not be recognized or applied to employees working on Project Work provided, however, that group and/or classification seniority in a Union Schedule A as of effective date of this Agreement shall be recognized for purposes of layoff.

**Section 9.** The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractor.

**Section 10.** Helmets to Hardhats

(a) The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. Go to: <http://www.helmetstohardhats.org/> and “browse” Los Angeles.

(b) The Contractors and Unions agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Project Work and of apprenticeship and employment opportunities for Project Work. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

## ARTICLE IV

### UNION REPRESENTATION AND STEWARDS

**Section 1.** Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of the employees and further provided that such representatives fully comply with posted visitor and security and safety rules for Project Work. It is understood that because of the operational needs of the District and the limited amount of space at certain Project Work sites, visitors may be limited to certain times or areas, or to being accompanied at all times while on the Project Work site; nevertheless, the

Contractors recognizes the right of access set forth in this Section and will not and such shall not be unreasonably withheld from an authorized representative of a Union.

## **Section 2.**

(a) Each signatory local union shall have the right to designate an experienced working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working steward. Stewards will receive the regular rate of their respective crafts.

(b) In addition to his/her work as an employee, the steward shall have the right to receive, but not solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward shall be concerned with the employees of the steward's own Contractor and if applicable, and not with the employees of any other Contractor. The Contractor will not discriminate against the steward in the proper performance of his/her union duties.

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

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

**Section 3.** The Contractor agrees to notify the appropriate Union twenty-four (24) hours prior to the layoff of a steward. If a steward is protected against such layoff by the provisions of any Schedule A, such provisions shall be recognized to the extent that the steward possesses the necessary qualifications to perform the work remaining. In any case in which a steward is discharged or disciplined for just cause and prohibited from entering or being on the job site, the appropriate Union shall be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

**Section 4.** Personnel of the District will be working in close proximity to the construction activities. The union agrees that the union representatives, stewards and individual workers will not interfere with such personnel, or with personnel employed by any other employer not a party to this Agreement.

## ARTICLE V

### MANAGEMENT'S RIGHTS

#### Section 1.

(a) The Contractor, District, Program Manager, Project Manager(s) and Construction Manager(s) have the sole and exclusive right and authority to oversee and manage operations including construction on Project Work without any limitation unless expressly so stated by a specific provision of this Agreement. In addition, the Contractor retains the full and exclusive authority for the management of its operations, including in particular, construction of the Project Work. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including, but not limited to, the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

(b) In addition to the above enumerated rights of the Contractor and to the rights of the District as enumerated in this Agreement, the District expressly reserves its management rights and all rights conferred on it by law. The District's rights include, but are not limited to:

(i) Inspect any construction site or facility to ensure that the Contractor(s) follow applicable safety and other work requirements;

(ii) Require the Contractor(s) to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project and particular locations are in order to accommodate class schedule where school may be in session during the periods of construction activity or to mitigate adverse effects of the construction activity on the Community; and

(iii) Approve any work methods, procedures or techniques used by the Contractor(s) whether or not these methods, procedures or techniques are part of industry practices or customs.

**Section 2.** There shall be no limitation or restriction by a signatory Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finish, or pre-assembled materials, tools, or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the District may be performed by employees employed under this Agreement with the participation of other personnel in a supervisory role, or, in limited circumstances requiring



special knowledge of the particular item(s), may be performed by employees of the vendor or other companies.

**Section 3.** The use of new technology, equipment, machinery, tools and/or labor saving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to grieve and/or arbitrate the dispute as set forth in Article VII of this Agreement.

## ARTICLE VI

### **WORK STOPPAGES AND LOCKOUTS**

**Section 1.** There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of the local collective bargaining agreements which serve as the basis for the Schedule A's, economic strikes, unfair labor practices strikes, safety strikes, sympathy strikes, and jurisdictional strikes) by the Union or employees working under this Agreement against any Contractor covered under this Agreement or the Project Work, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established by any Union, signatory or non-signatory to the Agreement, or by any other organization or individual at or in proximity to the Project Work construction site is a violation of this Article. The Program Manager and the Union shall take all steps necessary to obtain compliance with this Article and neither shall be held liable for conduct for which it is not responsible.

**Section 2.** The Contractors may discharge any employee violating Section 1, above, and any such employee will not be eligible for rehire under this Agreement for a period of 180 calendar days.

#### **Section 3.**

(a) If a Contractor contends that any Union has violated this Article, Section 3 of Article VIII, or the provisions of Article XIX, Section 4, it will notify in writing the Executive Secretary of the Council, the Senior Executive of the involved Union(s), and the Program Manager. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of this Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Program Manager setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of

Section 4. The Program Manager shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 4.** Any party, and any intended beneficiary of this Article, such as the District, or the Program Manager, may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of Section 1, above, or Section 3 of Article VIII, or Section IV of Article XIX is alleged:

(a) The party invoking this procedure shall notify one of the following impartial Arbitrators: Louis Zigman; and/or Walter Daugherty; and/or Michael Prihar and/or Joseph Gentile, selected by the negotiating parties, whom the parties agree shall be the permanent arbitrators under this procedure, subject to their availability. In the event that none of the permanent arbitrators is available at any time, he/she shall appoint an alternate. Notice to the arbitrator shall be by the most expeditious means available, with notices to the party alleged to be in violation and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 3, as above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all parties. A failure of any party or parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Section 1, above, of Section 3 of Article VIII, or Section 4 of Article XIX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 4(d) 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 award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), by certified mail by the party(ies) first alleging the violation.

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

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

**Section 5.**     Withholding of services for failure to pay wages and fringe benefits

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

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

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

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

**Section 6.**     The Program Manager is a party in interest in all proceedings arising under this Article and Articles VII and VIII and shall be sent contemporaneous copies of all notifications required by these Articles, and, at its option, may participate as a full party in any proceeding initiated under these articles.

**Section 7.**     If the arbitrator determines in accordance with Section 4(d) above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and

use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the District, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines in accordance with Section 4(d) above that a lock- out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than one thousand dollars (\$1,000.00) in each instance, nor more than fifteen thousand dollars (\$15,000).

## ARTICLE VII

### DISPUTES AND GRIEVANCES

#### Section 1.

(a) This Agreement is intended to provide close cooperation between management and labor. The Program Manager and the Council shall each assign a representative to Project Work for the purpose of assisting the local Unions, together with the Contractor(s) to complete the construction of the Project Work economically, efficiently, continuously, and without interruption, delays and work stoppages.

(b) The Program Manager, the Contractor(s) Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the Project Work, and agree to resolve disputes in accordance with the arbitration provisions set forth in this Article.

(c) The Program Manager shall administer the processing of grievances under this Article, Articles VI and VIII, including the scheduling and arrangement of facilities for meetings, the selection of the arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely disposition of the case; provided, however, it is the responsibility of the principal parties to any pending grievance to insure that time limits and deadlines are met.

Section 2. Any question arising out of and during the term of this Agreement involving its interpretation and application (other than trade jurisdictional disputes or alleged violations of Article VI, Section 1 and similar provisions) shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by a violation of this Agreement, the employee shall, through his Local Union business representative or job steward, within five (5) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor(s) stating the provision(s) alleged to have been violated. A business representative of the Local Union or the job steward and the work site representative of the involved Contractor(s) shall meet and endeavor to adjust the matter within five (5) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within five (5) working days thereafter, pursue Step 2 of the grievance procedure provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

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

Step 2. The Business Manager of the involved Local Union or his Designee, together with the site representative of the involved Contractor(s) and the labor relations representative of the Program Manager, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3 (a). If the grievance shall have been submitted but not resolved under Step 2, either party may request in writing to the Program Manager, with copy(ies) to the other party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from a permanent panel of three (3) arbitrators pre-selected by the negotiating parties to this Agreement. If the panel has not been agreed upon by the parties, arbitrator selection shall be made pursuant to the rules of the American Arbitration Association, which shall also govern the conduct of the arbitration hearing. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

Step 3 (b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

**Section 3.** No adjustment or decision may provide retroactivity exceeding sixty (60) days prior to the date of the filing of a written grievance. This does not apply to the failure to make required benefit contributions.

**Section 4.** Procedures contained in this Article VII shall not be applicable to any alleged violation of Article VI, with the single exception that any employee discharged for violation of Article VI, Section 1, may resort to the procedures of Article VII to determine only if he/she was, in fact, engaged in that violation.

**Section 5.** The Program Manager shall be notified by the involved Contractor(s) of all actions at Steps 2 and 3 and, further, the Program Manager shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE VIII**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 1.** The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

**Section 2.** All jurisdictional disputes on Project Work between or among Building and Construction Trades Unions and Contractors, 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 Contractor(s) and Unions, and/or parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

**Section 3.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature and the Contractor(s) assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 4.** As provided in Article XVI, each Contractor(s) will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Program Manager shall be advised in advance of all such conferences and may participate if they wish.

## ARTICLE IX

### WAGES AND BENEFITS

**Section 1.** 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. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor(s) shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement. Notwithstanding Article II, Section 4 (a), Contractors directly signatory to one or more of the Schedule A Agreements are required to pay all wages set forth in those Schedule A Agreements without reference to the foregoing, provided that in no case can said rate be lower than the prevailing wage rate.

**Section 2.** Contractor(s) shall pay contributions to the established employee benefits funds in the amounts designated in the appropriate Schedule A and to make all employee-authorized deductions in the amounts designated in the appropriate Schedule A; provided, however, that the Contractor(s) and the Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor(s) on Project Work; and provided that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Schedule A or by the parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XIX, Section 3 of this Agreement, and provided that contributions do not exceed contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Article II, Section 4 (a), Contractors directly signatory to one or more of the Schedule A Agreements are required to pay all wages set forth in those Schedule A Agreements without reference to the foregoing, provided that in no case can said rate be lower than the prevailing wage rate.

The Contractor(s) adopt and agree 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 his employees during the duration of Project Work. The Contractor(s) authorize the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor(s).

Each Contractor shall be required to certify that it has paid all benefit contributions due and owing prior to receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Program Manager, the Program Manager shall work with the prime Contractor or Subcontractor who is delinquent in payments to assure that proper benefit payments are made, to the extent of withholding otherwise due payments owed such Contractor or Subcontractor until such payments have been made or otherwise guaranteed.

**Section 3.** All employees covered by this Agreement may be paid by check, paid no later than the end of the work shift each Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

**Section 4.** Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skill shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

**Section 5.** The parties agree that the Program Manager shall monitor the compliance of all Contractors with all Federal and state prevailing wage laws and regulations. All complaints regarding potential prevailing wage violations shall be referral to the Program Manager for processing, investigation and resolution, and if not resolved within twenty-one (21) calendar days, may be referred by any party to the State Labor Commissioner.

## ARTICLE X

### **HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY**

**Section 1.** Work Day and Work Week. Eight (8) hours per day between the hours of 6:00 A.M. and 6:00 P.M., plus one-half (1/2) hour unpaid lunch, approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The normal work week will start on Monday and conclude on Friday; with the pay week starting on Monday and concluding on Sunday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work schedule.

**Section 2.** Starting Times. Employees shall be at their place of work at the starting time and shall remain at their place of work (as designated by the Contractor) performing their assigned functions until quitting time. The place of work shall be defined as the gang or tool box, or equipment at the employee's assigned work location or the place where the foreman gives instructions. The parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

**Section 3.** Overtime. Overtime shall be paid in accordance with the requirements of the applicable Prevailing Wage Determination. There will be no restriction on the Contractor's scheduling of overtime or the non-discriminatory designation of employees who will work. There shall be no pyramiding of overtime pay (payment of more than one form of overtime compensation for the same hour) under any circumstances.



#### **Section 4.**

(a) Shifts. Shift work may be performed at the option of the Contractor(s) upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided in the applicable Schedule A, and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour unpaid lunch period, for eight (8) hours straight time pay, without any premium or differential. Any third shift shall consist of six and one half (6 ¼) hours of continuous work exclusive of one-half (1/2) hour unpaid lunch period for eight (8) hours straight time pay, without any premium or differential, unless otherwise specified in the applicable Wage Determination.

The last shift starting before midnight Friday shall be considered Friday work time, and the last shift starting on or before midnight Sunday shall be considered Sunday work time. The shift starting at or after 6:00 A.M. is designated as the first shift, with the second shift following.

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

**Section 5.** 4-10's. The Contract may elect to establish a 4-10 schedule consistent with the provisions of the Schedule A(s) of the affected Union(s) and the applicable prevailing wage determination.

**Section 6.** Make-Up Day. A make-up day may be scheduled in a manner consistent with the Schedule A(s) of the affected Union(s) and the California prevailing wage law.

**Section 7.** Holidays. Holidays shall be those recognized in Schedule "A".

#### **Section 8.**

(a) Reporting Pay. Employees reporting for work and for whom no work is provided, except when given notification not to report to work, shall receive two (2) hours pay at the applicable hourly rate. Employees who are directed to start work shall receive a minimum of four (4) hours of pay at the applicable hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Should the applicable prevailing rate provide a system more favorable to the employee, it shall be followed. Whenever reporting pay is provided for employees, they will be required to remain at the Project Work site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s), or its/their designated representative. Each employee shall furnish his/her

Contractor with his/her current address and telephone number, and shall promptly report any changes in each to the Contractor.

(b) When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 3, the employee shall be paid only for the actual time worked.

**Section 9.** Call Out Pay. When an employee has completed his scheduled shift and is "called out" to perform special work of a casual, incidental or irregular nature, he shall receive pay at the appropriate overtime rate for actual hours worked with a minimum guarantee of the wage equivalent of four (4) hours' pay at the employee's straight time rate. This does not apply to time worked as an extension (before or after) of the employee's normal shift.

**Section 10.** Time Keeping. The Contractor may utilize "brassing" (or similar) systems to check employees in and out. Each employee must check himself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

### **Section 11.**

(a) Meal Period. The Contractor will schedule a meal period not more than one-half hour duration at the work location approximately midway into the scheduled work shift, consistent with Section 1; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. If an employee is required to work through his meal period, he shall be compensated in a manner established in the applicable Schedule A.

(b) Rest Period. The Contractors shall allow the employees to take appropriate rest periods at their work location in a manner consistent with any applicable law and/or regulation.

## **ARTICLE XI**

### **APPRENTICES**

**Section 1.** The parties recognize the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, and the obligation to capitalize on the availability of the local workforce in the areas serviced by the District, especially the disadvantaged and veterans, and promote their participation in the construction industry. To these ends, the parties will facilitate and encourage local residents, the disadvantaged, and veterans to commence and progress in Joint Labor/Management Apprenticeship Programs in the construction industry.

### **Section 2.**

(a) Apprentices may comprise up to thirty (30) percent of each craft's work force at any time, unless the standards of the applicable Joint Labor/Management Apprenticeship Committee confirmed by the State Labor Commissioner establish a lower percentage, and

where such is the case, the applicable union shall use its best efforts with Committee and, if necessary, the Commissioner to permit up to 30% apprentices on Project Work. Fifty (50) percent of such apprentice work force of each craft shall consist, to the extent available, of first (1st) year apprentices.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance with the applicable provision(s) of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization.

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

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Program Manager and the Council.

**Section 3.** It is recognized that District has adopted a Community Economic Development Program and special procedures may be established for training and employment of persons who are not previously qualified to be employed on construction projects of the type covered by this Agreement. The parties agree that special efforts will be made to assist in the proper implementation of such procedures for the general benefit of the residents of the District. Further, the Unions and their Joint Labor/Management Apprenticeship Programs shall work with the District as part of the Community Economic Development Program to develop and implement such procedures.

**Section 4.** In recognition of the District's desire to have District trained students employed on its projects, a subcommittee of the Labor-Management Committee established pursuant to Article XVII shall be established, jointly chaired by a designee of the Program Manager and a designee of the Council, to work with representatives of each signatory craft's Joint Labor/Management Apprenticeship Committee and representatives of Los Angeles Trade Technical College ("Trade Tech") to establish appropriate criteria for recognition by such Joint Labor/Management Apprenticeship Committees of educational and work experience possessed by students and/or graduates of Trade Tech towards qualifying for advanced levels in the apprenticeship programs under the direction of such Joint Labor/Management Apprenticeship Committees. In particular, the parties agree to use their best efforts to establish and expand a program under which the Joint Labor/Management Apprenticeship Committees of the signatory

union shall grant a minimum of (1) one year credit in their apprenticeship programs for relevant educational and/or on-the-job training completed by Trade Tech students or graduates.

The signatory unions recognize the importance to the District of providing Los Angeles Trade Tech students and graduates with the opportunity to participate both in the signatory Unions Joint Labor/Management Apprenticeship Programs and work of the Project under this Agreement, and will cooperate fully in encouraging the establishment of such recognition by the Joint Labor/Management Apprenticeship Committees of which they are a part. The subcommittee shall meet as necessary, at the call of the joint chairs to promptly facilitate the purposes of the Committee in an expeditious manner as soon as this Agreement becomes effective.

## ARTICLE XII

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

#### **Section 1.**

(a) In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the District, its representatives, and/or the Contractor. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the reasonable safety, security and visitor rules established by the Contractor, the District, and/or its representatives. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his obligations under this Section will subject him to discipline, including discharge.

(c) The District has adopted a District-Wide Drug and Alcohol Testing Policy which is attached hereto as Attachment "7" ("Testing Policy"). The Testing Policy is in large part based upon the Los Angeles/Orange Counties Building and Construction Council Approved Drug and Alcohol Testing Policy with modifications thereto requested by the District's Labor Compliance Program.

**Section 2.** The inspection of incoming shipments of equipment, machinery and construction materials of every kind shall be performed by an appropriate Inspector of Record, if required pursuant to California law, or otherwise at the discretion of the Contractor by individuals of its choice.

**Section 3.** A Contractor may suspend all or a portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their basic hourly rate of pay.

**Section 4.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees.

**Section 5.** The District, the Council, and the Unions have established an alternative dispute resolution procedure regarding workers compensation issues which applies to Project Work. A copy of the procedure is attached hereto as Attachment "4".

## **ARTICLE XIII**

### **NON-DISCRIMINATION**

**Section 1.** The Contractor and Union agree that they will not discriminate against any employee or applicant for employment, including but not limited to, in hiring and dispatching, because of race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age, medical condition, marital status, ancestry, gender, age, gender identity, and/or membership in a labor organization, political affiliation, or sexual orientation in any manner prohibited by law or regulation. The Unions shall cooperate with the Contractors' obligations to insure that applicants are employed, and that employees are treated during employment, without regard to such status. Relevant employment actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Any complaints regarding the application of this provision shall be brought to the immediate attention of the involved contractor for consideration and prompt resolution.

**Section 2.** It is recognized that the Federal, state or city governments or the District may have certain policies and commitments for the utilization of business enterprises owned and/or controlled by local, small, emerging, disabled veterans, the disadvantaged, and/or others. The parties shall jointly endeavor to assure that these commitments are fully met and that any provisions of this Agreement which may appear to interfere with any local, small, emerging, disabled veteran, disadvantaged or other owned business enterprise successfully bidding for Project Work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the parties, to assure full compliance with the spirit and letter of the governments' and or District's policies and commitments and all applicable federal, state and local rules and regulations relating to equal employment and utilization of said business enterprises.

## **ARTICLE XIV**

### **TRAVEL AND SUBSISTENCE**

**Section 1.** Travel expenses, travel time, subsistence allowance and/or zone rates shall not be applicable to work under this Agreement except to the extent provided for in any applicable prevailing wage determination.

**Section 2.** Because there may be limited available parking space within the immediate vicinity of Project Work sites, the District may require, through its representatives, that parking be restricted to (or prohibited in) certain designated areas during some or all of a work day. In such circumstances, parking reimbursement procedures, established under applicable Schedule A's, shall apply to such Project Work. The availability of parking will be discussed by the Program Manager at both the pre-bid conferences and pre-job conferences.

## ARTICLE XV

### WORKING CONDITIONS

**Section 1.** The District and/or its representatives shall establish such reasonable Project Work rules as are deemed appropriate and not inconsistent with this Agreement. These rules will be explained at the pre-job conference and posted at Project Work sites by the Contractors and may be amended thereafter as necessary. Failure to observe these rules and regulations by any employee may be grounds for discipline, including discharge.

**Section 2.** There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor; or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or the equipment involved and is in compliance with applicable governmental rules and regulations.

**Section 3.** Unless expressly permitted otherwise by the District or its representative, all employees working for Contractors subject to this Agreement are prohibited from utilization of the public areas of District facilities, including without limitation, sanitary facilities, eating facilities and non-public parking areas.

## ARTICLE XVI

### PRE-JOB CONFERENCES

Consistent with Article VIII, Section 4, all work assignments shall be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the Program Manager at least two weeks before starting work under this Agreement, and the Program Manager shall coordinate the scheduling of the pre-job conference with the Council, the Contractor(s) and the affected Union(s). Should there be any formal jurisdictional dispute raised under Article VIII, the Program Manager shall be notified promptly. At the pre-job, the Program Manager will review the District's employment and contracting programs and goals with the participants. Parking availability will be reviewed with the Contractor and Unions at the pre-job conference.

## ARTICLE XVII

### LABOR/MANAGEMENT COOPERATION

**Section 1.** The parties to this Agreement will form a joint committee consisting of representatives selected by the Council and the Program Manager, to be chaired jointly by a representative of the Program Manager and the Council. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communication between labor and management parties and to advance the proficiency of the work people in the industry.

**Section 2.** The Committee shall meet on a schedule determined by the Committee or at the call of the joint chairs to discuss the administration of the Agreement, the progress of the Project, labor/management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VI, VII and/or VIII shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Program Manager shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings with input from the Unions, the Contractors and the District. Notice of the date, time and place of the meeting shall be given to the Committee members at least three (3) days prior to the meeting. The District shall be notified of the meetings and invited to send a representative(s) to participate.

**Section 3.** The Committee may form sub-committees to consider and advise the full Committee with regard to safety and health issues affecting Project Work, and similar issues affecting the overall Project Work, including any workers compensation program initiated under this Agreement. The Program Manager shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and the Committee, or an appropriate sub-committee, may review such reports and make any recommendation for improvement, if necessary, including increasing the availability of skilled Trades, and the employment of local residents, veterans, disadvantaged individuals, and/ or other individuals who should be assisted with appropriate training for qualification for apprenticeship programs.

## ARTICLE XVIII

### SAVINGS AND SEPARABILITY

**Section 1.** All parties recognize that this Agreement and all employment pursuant to it is subject to all applicable federal and state laws and regulation, and nothing herein is intended to relieve any party or individual of their obligations under such laws and regulations. Further, it is not the intention of either the parties to violate any laws governing the subject matter of this Agreement.

**Section 2.** The parties hereto agree that in the event any provisions of the Agreements are finally held or determined to be illegal or void as being in contravention of any applicable law,

the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void by the court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements or any applicable law and the intent of the parties hereto.

**Section 3.** The parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of this Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute be invoked which contains any self-applying provision, either of which could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction work on Project Work. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on Project Work, to the maximum extent legally possible.

**Section 4.** The occurrence of events covered by Section 1 and/or Section 2 above shall not be construed to waive the prohibitions of Article VI as they apply to ongoing Project Work covered by this Agreement.

## ARTICLE XIX

### DURATION OF THE AGREEMENT

**Section 1.** Duration. This Amendment to the existing Project Labor Agreement shall be effective from the date the Board approves this Amendment and shall continue in full force and effect for a period of five (5) years, or until all Project Work to be performed under this Agreement, as amended hereby, has been completed. 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. This Agreement may be extended by mutual consent of the District's Board of Trustees and the Unions, reduced to writing amending this Agreement.

#### **Section 2.**

(a) Turnover. Construction of any phase, portion, section or segment of Project Work shall be deemed complete when such phase, portion, section or segments, have and/or has been turned over to the District by the Contractor, and the District has accepted such phase, portion, section, or segment. As areas and systems of Project Work are inspected and construction tested and/or approved by the District's representatives and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District or its representatives to engage in repairs or modifications required by its contract(s) with the District or Program Manager.



(b) Notice. Notice of each final acceptance received by the Contractor will be provided to the Union with a description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to Section 2(a) above, involving otherwise turned-over or completed facilities which have been accepted by the District, will be available from the Program Manager.

(c) Termination. Final termination of all obligations, rights and liabilities and disagreements shall occur upon receipt by the Union of a notice from the Program Manager or District saying that no work remains within the scope of this Agreement.

**Section 3.** Schedule A's incorporated as part of this Project Agreement shall continue in full force and effect until the Contractors. Subcontractors, and/or union parties to the Collective Bargaining Agreement, which are the basis for such Schedule A's, notify the Program Manager of mutually agreed upon changes in such Agreements and their effective date(s).

The parties agree to recognize and implement such changes on their effective dates, provided, however, that any provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractors under the Agreement than those uniformly required of Contractors for construction work normally covered by those Agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement. Any disagreement between the parties over the incorporation into a Schedule A of any such provision agreed upon in the negotiation of the local collective bargaining agreement which serves as the basis for the Schedule A shall be resolved under the procedures established in Article VII. As part of this understanding, the Contractors agree and consent to pay the increased wages and increased contributions to the relevant jointly administered trust funds pursuant to the provisions of any collective bargaining agreements negotiated by the unions during the work performed on Project Work at such time as the increases are incorporated into the applicable prevailing rate determination, as of the effective date of such prevailing rate determination.

**Section 4.** The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns, or any other disruptive activity affecting Project Work by any union involved in the negotiation of such local collective bargaining agreements and the resulting Schedule As, nor shall there be any lock-out on Project Work affecting the Union during the course of such negotiations.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Unions:

A handwritten signature in black ink, appearing to read "Ron Miller", written over a horizontal line.

Ron Miller  
Executive Secretary  
Los Angeles/Orange Counties Building and  
Construction Trades Council

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

~~Michael Patton~~  
 Mitchell Alvarez  
 Jack Alvarado  
 Ramagana  
 Norman Thropke  
 Robert Alderson  
 Angelica Pede  
 Jay & DeWanna  
 Ed Jean  
 Glen Santa Cruz FB  
 M. Thomas  
 Victor Drouillet  
 [Signature]

UA Plumber's Local 70  
 Local 105 SMART  
 #87 & FAOS7 LOCAL 5  
 76, Mabel's Temp #18  
 Ironworkers 433  
 CEMENT MASONS Local #500  
 SW Regional Council of Carpenters  
 FOR LOCAL UNION #345 LANDSCAPE IRRIGATION UTILITIES  
 UA Local 709 Sprinkler Fitters  
 IBAU 111  
 Bricklayers #21  
 Ironworkers 416  
 IUEL Local 10  
 LiUNA 1309  
 Local 300  
 U.A. Local 398  
 Granite Local 395  
~~LOCAL 250~~  
~~LOCAL 250~~ Santa Cruz FB  
 Boilermakers Local 92  
 Duct Council 36  
 ROOFERS/WP LOCAL 36  
 SCIOCL  
 Cement Masons 600

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

*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*

*Ronald G. de la Renta*  
*[Handwritten signature]*

*Tom Skelton 980*  
*Plaster Tapers #144*  
*MASTERS LOCAL 200*  
*Plumbers & Fitters #761*

*IUOE #12*  
*IUOE Local 112*

## ATTACHMENT 1

### STATEMENT OF POLICY FOR CONSTRUCTION CONTRACTING FOR PROJECT WORK SUBJECT TO LACCD AMENDED PROJECT LABOR AGREEMENT

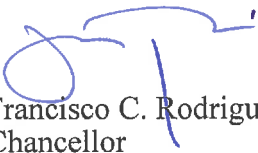
The Board of the Los Angeles Community College District (“District”) has adopted an Amended Project Labor Agreement as of July 8, 2015 pertaining to construction contracting for Project Work, as defined in the Amended PLA, funded by Proposition A/AA, Measure J, and District General funds (“Amended PLA”). The Amended PLA functions as a statement of the District’s labor relations policy for such Project Work and has expressed its intent that the contracting process to implement the Project Work be instituted in such a way as to maximize coverage of the funds expended for Project Work. Specifically, this is to be accomplished through a Contracting Policy which acknowledges and incorporates the fact that funding for Project Work is not to be used as a regular funding source for running repairs, scheduled maintenance, or other limited, small projects. Contracts are expected to be predominately of a size that meets the Amended PLA’s coverage thresholds for Project Work.

In implementing this Policy:

1. Prime contracts will be bundled, rather than broken up, (i.e. multiple small contracts on a single campus, or contracts for similar types of work on a number of campus, should be combined, when feasible, for bidding and award, while traditional multi-trade projects should not be divided into smaller general or specialty contracts to avoid threshold limits), and
2. There will be central control over the contracting program by the Chief Facilities Executive and the Program Director for AECOM (the Program Manager) to assure that economies of contracting scale and administration are encouraged and the maximum value of the Amended PLA realized.

This Policy incorporates the expectation and belief of the Board, the District's Senior Executives, and the Program Manager that maximum coverage by the Amended PLA is an important and integral part of the Build-LACCD Program and crucial to achieving their goal that the Program serve and benefit the entire District community.

Acknowledged and Accepted on Behalf of  
The Los Angeles Community College District



Francisco C. Rodriguez  
Chancellor

Los Angeles, California  
December 19, 2001 (updated 02/11/09)  
(updated July 8, 2015)

**ATTACHMENT 2 - Letter of Assent**

[To be signed before starting work by all Contractors and Subcontractors awarded Project Work subject to the Project Labor Agreement.]

[Contractor Letterhead]

Program Manager  
c/o The Los Angeles Community College District  
Chief Facilities Executive  
777 Wilshire Boulevard  
6<sup>th</sup> Floor  
Los Angeles, CA 90017

Attn: PLA & Labor Compliance Department

Re: Proposition "A" "AA," Measure "J" and General Construction, Renovation and Rehabilitation Facilities Project Labor Agreement - Letter of Assent

Dear Program Manager:

This is to confirm that [insert Name of Company] agrees to be party to and bound by The Los Angeles Community College District Project Labor Agreement (“Agreement”) referenced above, as effective December 19, 2001 and all Amendments thereto, the most recent Amendment thereto being adopted by the Board on July 8, 2015 and which became effective August 13, 2015. Such obligation to be a party to, and bound by, the Agreement shall extend to all work covered by the Agreement undertaken by the Company on Project Work (as that term is defined in the Agreement) regarding and/or pursuant to [insert Contract No. or identifying description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing an identical Letter of Assent.

Sincerely,

[Name of Construction Company]

By: \_\_\_\_\_

Name and Title of Authorized Executive

[Copies of this Letter will be available for inspection or copying on request of the Union].



# **LOS ANGELES COMMUNITY COLLEGE DISTRICT COMMUNITY ECONOMIC DEVELOPMENT PROGRAM**

## **BOARD POLICIES, REQUIRED FORMS AND CONTRACT SPECIFICATIONS**

Updated July 8, 2015 and became effective August 13, 2015

## I. BOARD POLICIES

On October 17, 2001, the Los Angeles Community College District ("LACCD") Board of Trustees ("Board") established a Community Economic Development Program ("CED Program") to maximize local economic benefits generated by the LACCD Bond Program. This was subsequently reaffirmed on June 25, 2003 and January 15, 2014. The CED Program includes four key elements:

- **Community Business Enterprise Program** geared to encouraging the use of local, small, emerging and disabled-veteran owned businesses neighboring the colleges
- **Local Hire Program** geared to involving local residents living in the areas neighboring the colleges in trade and non-trade opportunities
- **Special Opportunities Program** geared to involving the socio-economically disadvantaged and others in training and job opportunities
- **College Internship Program** geared to involving District students at each college

To further its commitment to its mission to contribute to the economic development of the community through the inclusion of local, small and emerging businesses, on January 15, 2014, the Board modified Board Rule 7103.17 Opportunities for Local, Small and Emerging Businesses\*<sup>1</sup> to increase the goal to thirty percent (30%) participation by Local, Small, Emerging and Disabled Veteran (LSEDV) businesses in facilities contracts awarded each fiscal year.

- Additionally, LACCD negotiated and entered into a Project Labor Agreement ("PLA"), effective December 19, 2001, and amended most recently on July 8, 2015 which became effective August 13, 2015, with the Los Angeles/Orange County Building and Trades Council and Southwest Regional Council of Carpenters. The PLA establishes the labor relations policies and procedures for the District, contractors and craft employees engaged in the Build Program. The PLA prevents work stoppages or slowdowns, encourages contracting with LSEDV businesses, facilitates the hiring of local and disadvantaged local workers, provides a sufficient supply of skilled craft workers, facilitates and provides a pipeline to union apprenticeship, and establishes standardized grievance/dispute resolution procedure(s) when matters arise.

The existing PLA and related information may be accessed at: [http://www.build-laccd.org/bidding\\_and\\_contracting/index.asp?pg=prg\\_gci](http://www.build-laccd.org/bidding_and_contracting/index.asp?pg=prg_gci)

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<sup>1</sup> District Board Rule 7103.17 is found at <http://laccd.edu/Board/Documents/BoardRules/Ch.VII-ArticleI.pdf>



## II. REQUIRED FORMS

### A. Local, Small, Emerging and Disabled Veteran (LSEDV) Business Enterprise Program

1. Prime Contractors are to submit information as required in the RFQ/RFP.
2. Prime Contractors are to submit the following forms **at the time of proposal submittal**:

CED Program Local, Small, Emerging Business Opportunities Proposer Certification Form

3. Prime Contractors and their Subcontractors are to submit the following forms **after contract award as prescribed in Section I**:

CED Program Contractor/Consultant Identification Form (OR-014)  
CED Program Business Categories Form (OR-0150)

Section I also details the reporting requirements to demonstrate Prime Contractor and Subcontractor efforts to achieve the LSEDV participation goal.

### B. Local & Disadvantaged Local Worker Hiring Program

1. Prime Contractors are to submit information as required in the RFQ/RFP.
2. Prime Contractors and Subcontractors are to use the following forms **after contract award as prescribed in Section II**:

Craft Employee Request Form  
Disadvantaged Local Worker Certification Form

Section II also details the reporting requirements to demonstrate Prime Contractor and Subcontractor efforts to achieve the local worker and disadvantaged local worker participation goals.

## III. CONTRACT SPECIFICATIONS

- A. Section I—Local, Small, Emerging and Disabled Veteran (LSEDV) Business Enterprise Participation Program.
- B. Section II—Local & Disadvantaged Local Worker Program



## COMMUNITY ECONOMIC DEVELOPMENT PROGRAM LOCAL, SMALL, AND EMERGING BUSINESS OPPORTUNITIES PROPOSER CERTIFICATION

The Los Angeles Community College District's (District) Board of Trustees ("Board") seeks to continue and further its mission to contribute to the economic development of the community through the inclusion of local, small and emerging businesses. To that end, the Board adopted Board Rule 7103.17 Opportunities for Local, Small and Emerging Businesses<sup>2</sup> and has established a goal of thirty percent (30%) participation by Local, Small, Emerging and Disabled Veteran (LSEDV) businesses in the facilities contracts awarded each fiscal year.

Please note:

- a. "Emerging" shall mean a firm that has been in business in its substantially current form for up to five (5) years;
- b. "Local" shall mean a business that has its principal headquarters located within Los Angeles County;
- c. "Small" shall be defined in the same terms established by the U.S. Small Business Administration (<http://www.sba.gov/content/am-i-small-business-concern>); and
- d. "Disabled Veteran" shall be defined in the same terms established by the State of California Department of General Services ([www.dgs.ca.gov/pd/Programs/OSDS/DVBEEligibilityBenefits.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/DVBEEligibilityBenefits.aspx))

### PROPOSER MUST SELECT ONE OPTION OR BE FOUND NON-RESPONSIVE

Pursuant to Los Angeles Community College District Board Rule 7103.17, Opportunities for Local, Small and Emerging Businesses, the undersigned Proposer hereby certifies its election to comply with said Board Rule by means of the option selected below (select one):

- Option #1:** Proposer hereby certifies that it has for these Projects where Proposer will ultimately provide to the District a Guaranteed Maximum Price after the open book bidding process has been undertaken, **it will provide for at least thirty percent (30%) participation** (as calculated in accordance with Board Rule 7103.17) by LSEDV businesses in the performance of the services proposed in its Proposal, as shown in the below chart, **for each project**. If Proposer is a LSEDV business, please include your name in the chart below and complete all fields. The Proposer will provide copies of applicable certifications for each of the firms referenced as meeting the requirements for LSEDV participation. Certifications by any California or federal agency are acceptable to fulfill this requirement.

<sup>2</sup> District Board Rule 7103.17 is found at <http://laccd.edu/Board/Documents/BoardRules/Ch.VII-ArticleI.pdf>

If you are filling out the chart under this option, list by Project # (i.e., #1; #2; #3 and #4) so that the Percentage Value of Services for each of the Projects can be easily determined.

Name of Local, Small, Emerging or Disabled Veteran Business	Business Type (L/S/E/DV)*	Services to be Provided	Percentage Value of Services*

Add additional lines or attach additional page(s) if needed.

**Option #2:** Proposer hereby certifies that it will make, for each of these projects where Proposer will ultimately provide to the District a Guaranteed Maximum Price after the open book bidding process has been undertaken, a "Good Faith Effort" to include LSEDV businesses and in doing so certifies the following:

1. Proposer utilized at least two (2) public databases (such as, but not limited to, the Network Bid System [www.thenetworkbidsystem.com](http://www.thenetworkbidsystem.com) or California Department of General Services Office of Small Businesses & Disabled Veteran Business Enterprise Services [www.dgs.ca.gov/pd/Programs/OSDS.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS.aspx)) to identify LSEDV businesses that might be interested in providing a portion of the services proposed in its Proposal and has retained evidence of such efforts;
2. Sent notifications for each scope of work informing LSEDV firms about the contracting opportunity (including a description of the proposed contract, services, issuing agency, and notice of when and where copies of the RFP Documents can be reviewed);
3. Directly contacted at least three (3) LSEDV businesses for each scope of work and retained evidence of such contact in the form of written (paper or electronic) notification.
4. If Proposer has been unable to make contact with LSEDV firms, please provide a detailed explanation. Include in your explanation all attempts made to send notice, including the dates and details of any notifications, written or verbal, and provide retained written (paper or electronic) evidence of all such efforts.

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Proposer will provide the District copies of all evidence retained demonstrating its GFE compliance with the foregoing within 5 business days upon request.

- Option #3:** Proposer hereby certifies that it intends to perform ninety-five percent (95%) as calculated in accordance with Board Rule 7103.17) of the services proposed in its Proposal using its own employees.

PROPOSER: \_\_\_\_\_  
(Type or Print Complete Legal Name of Proposer)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

## SECTION I

### LOCAL, SMALL, EMERGING AND DISABLED VETERAN BUSINESS ENTERPRISE (LSEDV) PARTICIPATION PROGRAM

#### I. PURPOSE OF THE PROGRAM

The Los Angeles Community College District's (District) Board of Trustees ("Board") seeks to continue and further its mission to contribute to the economic development of the community through the inclusion of local, small and emerging businesses. To that end, on January 15, 2014, the Board modified Board Rule 7103.17 Opportunities for Local, Small and Emerging Businesses<sup>1</sup> to increase the goal to thirty percent (30%) participation by Local, Small, Emerging and Disabled Veteran (LSEDV) businesses in facilities contracts awarded each fiscal year. In furtherance of this goal, each Prime Contractor is required to make a good faith effort to meet or exceed the LSEDV Participation Goal.

- A. For purposes of the LSEDV Participation Goal, a subcontractor used by the Prime Contractor will count toward satisfaction of the LSEDV Participation Goal if the subcontractor: 1) meets the business category definition established in Board Rule 7103.17; and 2) is certified as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) or Disabled Veteran Business Enterprise (DVBE) by a Federal agency or by a public agency in California.
- B. A Prime Contractor will count towards and satisfy the LSEDV Participation Goal if the Prime Contractor: 1) is self-performing at least 70% of the contract value or craft work; and 2) is certified as a Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) or Disabled Veteran Business Enterprise (DVBE) by a Federal agency or by a public agency in California.

#### II. DEFINITIONS

Whenever the following terms appear, they will have the ensuing meanings:

- A. **B2GNow**-The web-based contract compliance system that the Prime Contractor and subcontractors at all tiers are required to use to post all payments to subcontractors and suppliers performing work or providing materials/services to the project. Payments and posting of payments to subcontractors and suppliers are required within seven (7) days upon notification by the system. The payment information collected through the system will be used to monitor prompt payment to subcontractors and suppliers, and the utilization of Local, Small, Emerging, Disabled Veteran (LSEDV) businesses to achieve the 30% participation goal established by Board of Trustee Rule 7103.17. The system may be accessed at <https://laccd.diversitycompliance.com>.

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<sup>1</sup> District Board Rule 7103.17 is found at <http://laccd.edu/Board/Documents/BoardRules/Ch.VII-ArticleI.pdf>

- B. **Disabled Veteran Business Enterprise (DVBE)** is a business that is 51% owned and operated by one or more disabled veterans. The Prime Contractor may use the following website to access DVBE certification programs, eligibility requirements, and identify DVBE subcontractors:

California Department of General Services  
<http://www.pd.dgs.ca.gov/smbus/getcertified.htm>

- C. **Disadvantaged Business Enterprise (DBE)**  
A Disadvantaged Business Enterprise (DBE) is a business that has met the requirements established in 49 CFR Part 26, *(which requires that a firm be at least 51% owned and controlled by a disadvantaged individual or individuals, meets the SBA's size standards using the North American Industrial Classification System Codes (NAICS), does not exceed the personal net worth of \$1,300,000 (excludes interest in firm ownership and personal residence), and is certified as a Disadvantaged Business Enterprise (DBE) by a Federal or California public agency.* Additionally, for purposes of meeting the LSEDEV Participation Goal, a DBE firm that has maintained its principal place of business located in the County of Los Angeles for at least the previous twelve months, will be recognized as an LSEDEV for the purposes of the LSEDEV Participation Goal. Contractors may use the following websites to access DBE certification programs, eligibility requirements, and identify DBE subcontractors:

California Department of Transportation  
<http://www.dot.ca.gov/hq/bep/index.htm>  
California Unified Certification Program  
<http://www.californiaucp.com>

City of Los Angeles  
<http://bca.lacity.org/index.cfm>

Metropolitan Transportation Authority  
<http://www.metro.net/about/deod>

- D. **CED Program Business Categories Form** – A form (OR-1050) that must be submitted by all Subcontractors and Subconsultants performing work on the project.
- E. **CED Program Contractor/Consultant Identification Form** – A form (OR-0140) that includes a listing of all LSEDEV and non-LSEDEV subcontractors/subconsultants that will perform work on the project, including the percentage of work to subcontract, and they type of subcontractor/subconsultant, and all subcontractors/subconsultants listed on this form must complete Form OR-0150.
- F. **“Emerging”** shall mean a business that has been in business in its substantially current form for up to five (5) years.

- G. LSEDV Subcontractor Utilization Schedule** – A LSEDV Subcontractor Utilization Schedule reflects the Prime Contractor's forecasted LSEDV participation, based on contract value, to meet or exceed the LSEDV Participation Goal through the life of project, including the accompanying Subcontractor Data Form listing all LSEDV and non-LSEDV firms with corresponding subcontract award amount, contact information, contractor's license number, union affiliation, and craft or service to be performed.
- H. Local Business Enterprise** – A Local Business Enterprise is a business having its principal place of business in the County of Los Angeles for at least the most recent twelve months. Proof of business location is established by submittal of the following: articles of incorporation, current business license, tax permit, utility bill, and lease agreement.
- I. North American Industrial Classification System Code (NAICS)** – NAICS codes are used by the U.S. Small Business Administration (SBA) to identify and classify specific categories of business activity that represent the type of business a firm conducts. The SBA provides a full table of small business size standards using NAICS codes. The size standards themselves are expressed either in number of employees or annual receipts in millions of dollars, unless otherwise specified. The number of employees or annual receipts indicates the maximum allowed for a firm and its affiliates to be considered small. The size standards for various business categories are at: <http://www.sba.gov/size/Table-of-Small-Business-Size-Standards-from-final-rule.html>
- J. Small Business Enterprise (SBE)** – A Small Business Enterprise (SBE) means a business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as an SBE. The Prime Contractor may use the following websites to access LSEDV certification programs and identify LSEDV subcontractors:
- California Department of General Services  
<http://www.pd.dgs.ca.gov/smbus/getcertified.htm>
- Los Angeles Unified School District  
[www.laschools.org/contractor/sbop](http://www.laschools.org/contractor/sbop)
- Metropolitan Transportation Authority  
<http://www.metro.net/about/deod>
- Metropolitan Water District of Southern California  
<http://www.mwdh2o.com/mwdh2o/pages/business/business01.html>
- U.S. Small Business Administration  
<http://www.sba.gov>
- K. Subcontractor Payment and Utilization Form** – Form CP-0510 lists all subcontractors and subconsultants retained to perform work on the project and identifies the following: 1) type of firm; 2) contract award amount; and 3) payment amounts. Form CP-0510 is to be submitted with the monthly payment application.

- L. **Subcontractor Utilization Report** – A report generated through B2GNow detailing all subcontractor contract award and monthly payment information. This report is submitted monthly with payment application and serves to demonstrate progress in meeting the LSEDV Subcontractor Utilization Schedule.

### III. LOCAL, SMALL, EMERGING AND DISABLED VETERAN BUSINESS ENTERPRISE (LSEDV) PARTICIPATION GOAL

- A. The Prime Contractors and its Subcontractors shall make a good faith effort to meet the thirty percent (30%) participation goal by Local, Small, Emerging and Disabled Veteran (LSEDV) businesses on the project.
- B. The Prime Contractor will require all its Subcontractors and Subconsultants to complete and submit the CED Program Business Categories Form (OR-0150) to the Program Manager or designee.
- C. Design and construction work awarded to firms certified as a Local, Small, Emerging or Disabled Veteran Business Enterprise by a Federal or California public agency, shall count toward meeting the LSEDV Participation Goal. The Prime Contractor shall submit to the Project Manager or designee verification of certification or proof of primary business location in the County of Los Angeles prior to each contractor beginning work. Proof of business location is established by submittal of the following: articles of incorporation, current business license, tax permit, utility bill, and lease agreement.
- D. Construction work performed by a Prime Contractor will count toward and satisfy the LSEDV Participation Goal if the Prime Contractor: 1) is self-performing at least 70% of the contract value or craft work; and 2) meets the criteria established in Section 3, Paragraph C.

### IV. ADMINISTRATION AND COMPLIANCE

- A. Within 15 days following the Notice To Proceed, the Prime Contractor, before commencing work, shall submit the project's CED Program Contractor/Consultant Identification Form (OR-0140) and LSEDV Subcontractor Utilization Schedule to the Project Manager or designee for approval, which shall include an accompanying Subcontractor Data Form listing the name of each LSEDV subcontractor and non-LSEDV subcontractor to be used and their corresponding subcontract award amount, contact information, contractor's license number, union affiliation, and craft or service to be performed. The LSEDV Subcontractor Utilization Schedule shall reflect the Prime Contractor's forecasted LSEDV participation, based on contract value, to meet or exceed the LSEDV Participation Goal.
- B. Any LSEDV subcontractor or non-LSEDV subcontractor that is planned to be used, and has not been specifically identified in the CED Program Contractor/Consultant Identification Form at the time of submission, shall be identified by craft or service to be performed, approximate subcontract amount, and approximate contract start and end dates. The CED Program Contractor/Consultant Identification Form shall be updated, and submitted to the Project Manager or designee, on a monthly basis reflecting any additional



LSEDEV subcontractor or non-LSEDEV subcontracts that have been awarded, as well as other changes in the LSEDEV Subcontractor Utilization Schedule.

- C. The Prime Contractor shall submit subcontractor contract award and monthly payment information using the Subcontractor Payment and Utilization Form (CP-0510) as provided at the end of this section. The monthly Subcontractor Payment and Utilization Form shall be submitted as part of the monthly pay application to demonstrate progress and compliance with the approved LSEDEV Subcontractor Utilization Schedule.
- D. The Prime Contractor and subcontractors of all tiers shall post all payments to subcontractors and suppliers performing work or providing materials/services to the project using the B2GNow, the web-based contract compliance system. Payments and posting of payments to subcontractors and suppliers are required within seven (7) days upon email notification by the system. The payment information collected through the system will be used to monitor prompt payment to subcontractors and suppliers, and the utilization of Local, Small, Emerging, Disabled Veteran (LSEDEV) businesses to achieve the 30% participation goal established by Board of Trustee Rule 7103.17. The system may be accessed at <https://laccd.diversitycompliance.com>.
- E. The Prime Contractor shall submit the Subcontractor Utilization Report generated through B2GNow detailing all subcontractor contract award and monthly payment information. This report is submitted monthly with payment application and used to demonstrate actual LSEDEV participation on the LSEDEV Subcontractor Utilization Schedule.
- F. At the conclusion of the project, LACCD or its designee will conduct a final evaluation of the Contractor's good faith effort to meet the LSEDEV participation goal and will use that performance metric to evaluate future contract awards.

## V. LSEDEV OUTREACH AND CONTRACTOR DEVELOPMENT

- A. Within 15 days of the Notice To Proceed, the Prime Contractor shall submit to the Project Manager or designee for review the LSEDEV Outreach Plan used to facilitate the participation of LSEDEV subcontractors performing work on the project. The LSEDEV Outreach Plan should contain the methodology used to identify qualified, available local LSEDEV subcontractors; notification process and tools used to communicate with LSEDEV subcontractors; and available resources to assist LSEDEV subcontractors.

## FORMS

- 1: CED Program Contractor/Consultant Identification Form (OR-0140)
- 2: CED Program Business Categories Form (OR-0150)
- 3: Campus Community Zip Codes
- 4: LSEDEV Subcontractor Utilization Schedule (sample)
- 5: Subcontractor Data Form
- 6: Subcontractor Payment and Utilization Form (CP-0510)





**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
 SUSTAINABLE BUILDING PROGRAM

**COMMUNITY ECONOMIC DEVELOPMENT PROGRAM  
 BUSINESS CATEGORIES (FORM OR-0150)**

TO BE COMPLETED BY ALL CONTRACTORS/CONSULTANTS  
 Note to LEAD CONTRACTOR/SubContractors: All subcontractors/sub-consultants listed on your Form OR-0140 must also fill out Form OR-0150.

Company Name: \_\_\_\_\_ Lead Contractor Name: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Contract #: \_\_\_\_\_ Project #: \_\_\_\_\_ College: \_\_\_\_\_

A small business is defined utilizing federal SBA size standards based on NAICS codes. Following is a partial list of small business size standards and corresponding NAICS codes. To access a complete list of NAICS codes and definitions, log on to [www.census.gov/epcd/naics02/naicod02.htm](http://www.census.gov/epcd/naics02/naicod02.htm). To access the SBA's Table of Small Business Size Standards, log on to [www.sba.gov/fidc/groups/public/documents/sba\\_homepage/serv\\_sstd\\_tablepdf.pdf](http://www.sba.gov/fidc/groups/public/documents/sba_homepage/serv_sstd_tablepdf.pdf).

I declare under penalty of perjury that my business is (check all that apply and provide certification documentation):

1.  **Small Business** – Type of business, NAICS code (in parentheses), three-year average annual gross sales amount or number of employees. Check all that apply.

<input type="checkbox"/> Architectural (541310) or Engineering (541330), less than \$4.5M	<input type="checkbox"/> Computer Programming, Computer Systems Design, Computer Facilities Management Systems, Other Computer-Related Services (multiple NAICS codes), less than \$25.0M
<input type="checkbox"/> Landscape Architectural (541320), less than \$7.0M	<input type="checkbox"/> Truckers (multiple NAICS codes), less than \$25.5M
<input type="checkbox"/> Environmental Consulting (541620), less than \$7.0M	<input type="checkbox"/> Building, Heavy and Civil Engineering Construction - General Contractor (multiple NAICS codes), less than \$33.5M
<input type="checkbox"/> Environmental Remediation (562910), less than 500 employees	<input type="checkbox"/> Specialty Trade Contractor (multiple NAICS codes), less than \$14.0M
<input type="checkbox"/> Waste Collection, Treatment, Disposal (multiple NAICS codes), less than \$12.5M	<input type="checkbox"/> Construction Equipment Rental, with Owner-Operator (238910), less than \$14.0M
<input type="checkbox"/> Surveying and Mapping (541360 or 541370), less than \$4.5M	<input type="checkbox"/> Other Small Business Administration category (please list) Category: _____ NAICS code: _____

Please list the certifying agency: \_\_\_\_\_

2.  **Emerging Business** – In business less than five (5) years. Business started on (date): \_\_\_\_\_
3.  **Local Business** – Check all that apply:  
 Principal office of the business is located within the zip code service area of the Los Angeles Community College District (see zip code reference on the following pages).  
 Principal office of the business is located within Los Angeles County.
4.  **Disabled Veteran-Owned Business** – List certification # and California or federal public agency issuing certification.  
 \_\_\_\_\_
5.  **Other Business** – Defined as one that does not meet any of the other definitions above, or for which the contractor or consultant declines to state its category.
6.  **Optional** – My business also qualifies as (check all that apply):  
 Minority Business Enterprise (MBE) (list certifying agency) \_\_\_\_\_  
 Woman Owned Business Enterprise (WBE) (list certifying agency) \_\_\_\_\_  
 Disadvantaged Business Enterprise (DBE) (list certifying agency) \_\_\_\_\_

If it is determined that the information reported herein is not true and correct, I acknowledge that I may not be allowed to perform work for the Los Angeles Community College District.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
 SUSTAINABLE BUILDING PROGRAM

**LOCAL WORKER HIRING PROGRAM – Campus Community Zip Codes**

1. City College:

<u>90004</u>	<u>90017</u>	<u>90028</u>	<u>90041</u>	<u>90068</u>
<u>90005</u>	<u>90019</u>	<u>90029</u>	<u>90046</u>	<u>90069</u>
<u>90006</u>	<u>90020</u>	<u>90036</u>	<u>90048</u>	<u>90205</u>
<u>90010</u>	<u>90026</u>	<u>90038</u>	<u>90057</u>	
<u>90012</u>	<u>90027</u>	<u>90039</u>	<u>90065</u>	

2. East Los Angeles College:

<u>90022</u>	<u>90040</u>	<u>90201</u>	<u>91754</u>	<u>91801</u>
<u>90023</u>	<u>90042</u>	<u>90202</u>	<u>91755</u>	<u>91802</u>
<u>90031</u>	<u>90063</u>	<u>90270</u>	<u>91770</u>	<u>91803</u>
<u>90032</u>	<u>90071</u>	<u>90280</u>	<u>91775</u>	
<u>90033</u>	<u>90089</u>	<u>90640</u>	<u>91776</u>	

3. Harbor College:

<u>90274</u>	<u>90502</u>	<u>90731</u>	<u>90745</u>	
<u>90275</u>	<u>90710</u>	<u>90732</u>	<u>90746</u>	
<u>90501</u>	<u>90717</u>	<u>90744</u>	<u>90810</u>	

4. Mission College:

<u>91040</u>	<u>91331</u>	<u>91342</u>	<u>91345</u>	
<u>91042</u>	<u>91340</u>	<u>91344</u>	<u>91351</u>	

5. Pierce College:

<u>90290</u>	<u>91306</u>	<u>91325</u>	<u>91356</u>	<u>91367</u>
<u>91301</u>	<u>91307</u>	<u>91326</u>	<u>91361</u>	<u>91406</u>
<u>91302</u>	<u>91311</u>	<u>91330</u>	<u>91362</u>	<u>91436</u>
<u>91303</u>	<u>91316</u>	<u>91335</u>	<u>91364</u>	
<u>91304</u>	<u>91324</u>	<u>91343</u>		

6. Southwest College:

<u>90002</u>	<u>90047</u>	<u>90061</u>	<u>90247</u>	<u>90249</u>
<u>90003</u>	<u>90059</u>	<u>90222</u>	<u>90248</u>	<u>90303</u>
<u>90044</u>				

7. Trade Technical College:

<u>90001</u>	<u>90013</u>	<u>90018</u>	<u>90037</u>	<u>90062</u>
<u>90007</u>	<u>90014</u>	<u>90021</u>	<u>90058</u>	<u>90255</u>
<u>90011</u>	<u>90015</u>			

8. Valley College:

<u>90077</u>	<u>91403</u>	<u>91501</u>	<u>91506</u>	<u>91605</u>
<u>91352</u>	<u>91405</u>	<u>91502</u>	<u>91601</u>	<u>91606</u>
<u>91401</u>	<u>91411</u>	<u>91504</u>	<u>91602</u>	<u>91607</u>
<u>91402</u>	<u>91423</u>	<u>91505</u>	<u>91604</u>	

9. West Los Angeles College:

<u>90008</u>	<u>90035</u>	<u>90066</u>	<u>90211</u>	<u>90272</u>		
<u>90016</u>	<u>90043</u>	<u>90067</u>	<u>90212</u>	<u>90291</u>		
<u>90024</u>	<u>90045</u>	<u>90094</u>	<u>90230</u>	<u>90292</u>		
<u>90025</u>	<u>90049</u>	<u>90210</u>	<u>90232</u>	<u>90293</u>	90034	90064

Updated 5-15-2015

LSEDV Participation Goal







## SECTION II

### LOCAL & DISADVANTAGED LOCAL WORKER PARTICIPATION PROGRAM

#### I. PURPOSE OF THE PROGRAM:

The Los Angeles Community College District (LACCD) Local Worker Hiring Program (LWHP), as described hereinafter, is intended to enhance opportunities for local residents living in areas neighboring each of the college campuses to be hired as craft workers on LACCD Build Program projects. The LWHP does not discriminate against or give preference to any particular group based on race, color, gender, sexual orientation, age, or disability.

On December 19, 2001, the District entered into a PLA with the Los Angeles/Orange County Building and Trades Council and Southwest Regional Council of Carpenters. The PLA was most recently amended on July 8, 2015 and became effective on August 13, 2015. The PLA establishes the labor relations policies and procedures for the LACCD, contractors and craft employees engaged in the Build Program. The PLA prevents work stoppages or slowdowns, encourages contracting with LSEDV businesses, facilitates the hiring of local and disadvantaged local workers, provides a sufficient supply of skilled craft workers, facilitates and provides a pipeline to union apprenticeship, and establishes standardized grievance/dispute resolution procedure(s) when matters arise.

The LWHP serves to provide the framework for adherence to the local and disadvantaged local worker goals set forth in the PLA.

#### II. DEFINITIONS

Whenever the following terms appear, they will have the ensuing meanings:

- A. **Project Craft Worker Hours** -- Includes all craft worker hours performed on project work.
- B. **Construction-Related Community-Based Organization** – A non-profit organization that assists potential construction workers on public works projects or private development projects by providing access to training, support services, and job readiness skills.
- C. **Community Service Provider** – Any public agency or non-profit organization that provides pre-apprenticeship construction training; referral of trained local construction workers to contractors; and/or comprehensive employment support services.
- D. **Craft Employee Request Form** – The form used by contractors to request the dispatch of craft workers, including Local Workers, Disadvantaged Local Workers, and Veterans from a union hiring hall. The form is submitted by the contractor, completed and fulfilled by a union, and submitted to the Local Worker Coordinator as proof of compliance.
- E. **Disadvantaged Local Worker** – An individual who resides in a District-wide zip code and possesses one or more of the following barriers to employment below. Certification of Disadvantaged Local Workers may be obtained from a Community Service Provider, or additional organization(s) approved by LACCD. DLW certification requires the submittal of documentation that validates the risk factor(s) identified by the Local Worker



on the DLW certification form or such written documentation as may be provided by a dispatching Union.

- No high school diploma or General Equivalency Degree (GED).
- History of incarceration.
- Unemployed for the preceding 90 days, or greater.
- Current recipient of public social service benefits provided by one or more programs, including CalWorks, GAIN, GROW, or EDD unemployment benefits.
- Custodial single parent.
- Homeless.
- Documented annual household income within the poverty guidelines established by the U.S. Department of Health and Human Services, or has a household income less than 50% of the area median income (AMI).

F. **Local Craft Worker Utilization Report** – Generated through LCP Tracker and then Submitted on the first and third Monday of each month to the Local Worker Coordinator, the Local Craft Worker Utilization Report contains, at a minimum, the following information:

- Total number of all workers (apprentices and journeymen), hours worked, and wages earned on the project
- Total number of Local Workers (apprentices and journeymen), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas)
- Total number of Disadvantaged Local Workers (apprentices and journeymen), hours worked, and wages earned (by Primary and Secondary Residency Preference Areas)
- Total number of hours worked by Local Workers and Disadvantaged Local Workers by subcontractor.
- Demographic profile of all worker categories (Local, Disadvantaged Local Worker, non-local), including race, gender, and veteran status.

G. **Local Worker** – An individual who resides in the Primary Residency Preference Area or the Secondary Residency Preference Area.

H. **Local Worker Coordinator** – The individual assigned by the LACCD or its designee to monitor the Contractor's compliance with the Local Worker and Disadvantaged Local Worker hiring participation goals.

I. **Craft Worker Utilization Plan** – A plan that contains the craft worker schedule for the hiring of Local Workers and Disadvantaged Local Workers to meet the Local Worker hiring goals and apprentice participation goal through the life of the project.

J. **Pre-apprenticeship Training Programs** -- Programs administered by a public agency or non-profit organization that provide pre-apprenticeship training using a government approved curriculum. Trainees in these programs are provided an introduction to various

construction trades through hands-on construction and in-classroom training. Graduates of these programs are seeking a career in construction.

- K. **Primary Residency Preference Area** – The area that includes zip codes within the campus community of the project.
- L. **Project Labor Coordinator** – The individual assigned by the LACCD or its designee to monitor the Contractor’s compliance with the terms of the Project Labor Agreement (PLA).
- M. **Secondary Residency Preference Area** – Defined by zip codes within the LACCD geographic boundaries.
- N. **Small Business Enterprise (SBE)** -- A small business certified by a California or federal government agency.
- O. **WorkSource Centers** — A network of public and private partners working together to support workers and businesses by serving their employment and training needs. Centers are funded by the Federal Workforce Investment Act (WIA) and most services are available at no cost.

**III. LOCAL, DISADVANTAGED LOCAL WORKER, AND VETERAN HIRING GOALS**

The Prime Contractor and its Subcontractors shall make a good faith effort to meet the following hiring goals:

- A. 35% of all skilled trade positions performing project work shall be: first, from qualified workers residing within the Primary Residency Preference Area; second, from qualified workers residing within the Secondary Residency Preference Area; and third, from qualified workers residing within Los Angeles County and/or Orange County.
- B. 10% of all Local Workers performing project work shall be Disadvantaged Local Workers and/or Veterans.
- C. 50% of each craft’s apprentice workforce shall consist, to the extent available, of first year apprentices.
  - 1. Contractors shall first attempt to meet the Local Worker participation goal by employing qualified workers who reside in the Primary Residency Preference Area. This area includes all zip codes within the campus community of the project.

90290	91301	91302	91303	91304	91306	91307	91311	91316	91324
91325	91326	91330	91335	91343	91356	91361	91362	91364	91367
91406	91436								

- 2. After making documented efforts to meet the Local Worker hiring participation goal by employing qualified workers who reside in the Primary Residency Preference Area, Contractors shall then employ qualified Local Workers who

reside in the Secondary Residency Preference Area. This area includes zip codes within the LACCD geographic boundaries.

90001	90012	90022	90033	90043	90061	90077	90230	90275	90717	91042		91351		91601	91775
90002	90013	90023	90034	90044	90062	90089	90232	90280	90731			91352	91411	91602	91776
90003	90014	90024	90035	90045	90063	90094	90247		90732				91423	91604	91801
90004	90015	90025	90036	90046	90064	90201	90248	90291	90744		91331			91605	91802
90005	90016	90026	90037	90047	90065	90202	90249	90292	90745				91467	91606	91803
90006	90017	90027	90038	90048	90066	90205	90255	90293	90746		91340			91501	91607
90007	90018	90028	90039	90049	90067	90210		90303			91342	91401	91502	91640	X
90008	90019	90029	90040	90058	90068	90211	90270	90501				91402	91504	91754	X
90010	90020	90031	90041	90057	90069	90212	90272	90502	90810		91344	91403	91505	91755	X
90011	90021	90032	90042	90059	90071	90222	90274	90710	91040		91345	91405	91506	91770	X

3. After making documented efforts to meet the Local Worker hiring participation goal by employing qualified workers who reside in the Secondary Residency Preference Area, Contractors shall then employ qualified Workers residing within Los Angeles County and/or Orange County.
4. The Contractor will have Community Service Providers certify Disadvantaged Local Workers and Veterans by using the Disadvantaged Local Worker Certification Form found at the end of this section or by such written documentation as may be provided by a dispatching Union. The Contractor and its Subcontractors may submit Disadvantaged Local Workers, including their employees, for certification to these or other organizations approved by LACCD. DLW certification requires the submittal of documentation that validates the risk factor(s) identified by the Local Worker on the DLW certification form.

#### IV. ADMINISTRATION & COMPLIANCE

- A. The Prime Contractor and its Subcontractors shall use the Craft Employee Request Form for all requests for dispatch of craft workers (including apprentices and journeymen), who are qualified Local Workers, qualified Disadvantaged Local Workers, and Veterans, from a union hiring hall.
- B. The Prime Contractor and its Subcontractors, prior to commencing work, shall submit for approval a Craft Worker Utilization Plan to the Local Worker Coordinator that contains the craft worker plan and schedule for the hiring of qualified Local Workers, qualified Disadvantaged Local Workers, and veterans and the assignment and use of the subcontractors' workforce to meet the Local Worker hiring goals and apprentice participation goal. The Contractor, thereafter, will submit updates to the Craft Worker Utilization Plan to reflect changes in project conditions, schedule, or subcontractors.
- C. The Prime Contractor shall submit a Local Craft Worker Utilization Report using LCP Tracker to the Local Worker Coordinator on the first and third Monday of each month.
- D. The Prime Contractor and its Subcontractors shall first attempt to meet the Local Worker participation goal by employing qualified workers from the Primary Residency Preference Area. If the Contractor is unable to meet their entire Local Worker need from this area, it must submit to the Local Worker Coordinator a statement on company

letterhead certifying that it secured all available qualified local workers from this area during a 48-hour period before pursuing craft worker from the Secondary Residency Preference Area. If the Contractor is unable to meet its entire Local Worker need from the Secondary Residency Preference Area, it must submit to the Local Worker Coordinator a statement on company letterhead certifying that it secured all available qualified local workers from this area during a 48-hour period before pursuing craft workers residing within Los Angeles County and/or Orange County.

- E. The Prime Contractor's Craft Worker Utilization Plan will be evaluated monthly using the Local Craft Utilization Report.
- F. The Prime Contractor shall submit the cumulative month-end Local Craft Worker Utilization Report with the monthly pay application to demonstrate progress in meeting its local hiring projections in the Craft Worker Utilization Plan.
- G. The LACCD may issue a Small Business Enterprise (SBE) subcontractor a waiver from the local hiring goal if the total number of workers used by the subcontractor is four (4) or less, the work performed requires a specialized certification or license, and the work will be performed in one day. The Prime Contractor will submit a waiver request to the Local Worker Coordinator for review and approval one month prior to the subcontractor commencing work.

**V. COMMUNITY SERVICE PROVIDERS**

The Contractor and its Subcontractors shall use community colleges and Community Service Providers that provide qualified pre-apprenticeship construction training, construction-related community based organizations, and WorkSource Centers to facilitate the recruitment and placement of Local and Disadvantaged Local Workers.

**A. PRE-APPRENTICESHIP TRAINING PROGRAMS**

**LOS ANGELES TRADE TECHNICAL COLLEGE**

**Apprenticeship Preparation Program**  
 400 W. Washington Boulevard  
 Los Angeles, CA 90015  
 Phone: 213-763-7046

**"WE BUILD" TRAINING PROGRAM**

<p><b>East Los Angeles Occupational Center</b>          2100 Marengo Street          Los Angeles, CA 90031          Phone: 323-223-1283</p>	<p><b>Maxine Waters Employment Preparation Center</b>          10925 S. Central Avenue          Los Angeles, CA 90059          323-564-1431</p>
<p><b>Los Angeles Technology Center</b>          3721 W. Washington Boulevard          Los Angeles, CA 90018          323-732-0153</p>	<p><b>West Valley Occupational Center</b>          6200 Winnetka Avenue          Woodland Hills, CA 91367          818-346-3540</p>

## YOUTH BUILD PROGRAM

<p><b>Antelope Valley YouthBuild</b> 37230 37th St. E Palmdale CA 93550 Phone: 661-266-8900 <a href="http://avyouthbuild.com">http://avyouthbuild.com</a></p>	<p><b>Boyle Heights YouthBuild</b> 202 N. Saratoga Street Los Angeles, CA 90033 Phone: 323-261-2800</p>
<p><b>CCEO YouthBuild</b> 5021 Lennox Blvd Lennox CA 90304 Phone: 310-225-3060 <a href="http://www.youthbuild.cceoinc.org">www.youthbuild.cceoinc.org</a></p>	<p><b>Cloud and Fire Ministries YouthBuild</b> 6850 Van Nuys Blvd. Van Nuys CA 91405 Phone: 818-782-2911 <a href="http://www.cloudandfire.org/youthbuild">www.cloudandfire.org/youthbuild</a></p>
<p><b>Compton YouthBuild</b> 477 E Compton Blvd Compton CA 90221 Phone: 310-631-2000 <a href="http://www.comptonyouthbuild.org">www.comptonyouthbuild.org</a></p>	<p><b>LA CAUSA YouthBuild</b> 5400 East Olympic Blvd, Suite 210 Los Angeles, CA 90022 Phone: 323-887-2500 <a href="http://www.lacausainc.org">www.lacausainc.org</a></p>
<p><b>Los Angeles Conservation Corps</b> 605 W. Olympic Boulevard Los Angeles CA 90015 Phone: 213-362-9000 <a href="http://www.lacorps.org">www.lacorps.org</a></p>	<p><b>San Fernando Valley Youthbuild</b> 11076 Norris Avenue Pacoima CA 91331 Phone: 818-256-0044 <a href="http://www.sfvyb.com">www.sfvyb.com</a></p>
<p><b>San Gabriel Valley Conservation Corps YouthBuild</b> 3629 Cypress Ave. El Monte CA 91731 Phone: 626-579-2484 <a href="http://www.sgvcorps.org">www.sgvcorps.org</a></p>	<p><b>South Los Angeles YouthBuild</b> 3101 S. Grand Avenue Los Angeles CA 90007 Phone: 213-743-6196 <a href="http://www.coalitionrcd.org">www.coalitionrcd.org</a></p>
<p><b>Venice YouthBuild</b> 720 Rose Avenue Venice CA 90291 Phone: 310-399-4100 <a href="http://www.vchcorp.org">www.vchcorp.org</a></p>	<p><b>Youth Employment Solutions (YES YouthBuild)</b> 1773 East Century Blvd Los Angeles CA 90002 Phone: 323-249-1300 <a href="http://yesyouthbuild.org">http://yesyouthbuild.org</a></p>
<p><b>Youth Justice Coalition YouthBuild</b> 1137 E. Redondo Blvd Inglewood CA 90302 Phone: 323-235-4243 <a href="http://www.youth4justice.org">www.youth4justice.org</a></p>	<p><b>Youth Policy Institute YouthBuild</b> 634 S Spring Street 10th Floor Los Angeles CA 90014 Phone: 213-688-2802 <a href="http://www.ypiusa.org">www.ypiusa.org</a></p>

## B. WORKSOURCE CENTERS:

<p><b>Los Angeles Urban League WorkSource Business &amp; Career Center</b> 12700 Avalon Boulevard Los Angeles, CA 90061 Tel. (323) 600-1106</p>	<p><b>UAW WorkSource Center</b> 3965 S. Vermont Avenue Los Angeles, CA 90037 Tel. (323) 752-2115</p>
<p><b>Jordan Downs WorkSource Satellite</b> 2101 E 101st Street Los Angeles, CA 90002</p>	<p><b>Metro North WorkSource Center</b> 342 San Fernando Road Los Angeles, CA 90031</p>

Tel. (323) 249-7751	Tel. (323) 539-2000
<b>South LA WorkSource Center (CCI)</b> 7518-26 S. Vermont Avenue Los Angeles, CA 90044 Tel. (323) 752-2115	<b>Harbor WorkSource Center</b> 1851 N. Gaffey Street, Suite F San Pedro, CA 90731 Tel. (310) 732 – 5700
<b>Southeast LA-Watts WorkSource Center (WLCAC)</b> 10950 S. Central Avenue Los Angeles, CA 90059 Tel. (323) 563-5682	<b>Northeast WorkSource Portal/Roybal Youth &amp; Family</b> 2130 E First Street, Suite 305 Los Angeles, CA 90033 Tel. (323) 352-5100
<b>Wilshire-Metro WorkSource Center</b> 3550 Wilshire Blvd., Suite 500 Los Angeles, 90010 Tel. (213) 365-9829	<b>West Adams-Baldwin Hills WorkSource</b> 3344 S. La Cienega Boulevard Los Angeles, CA 90016 Tel. (323) 525-3740
<b>Hub Cities WorkSource</b> 2677 Zoe Avenue Huntington Park, CA 90255 (323) 586-4700	<b>Inglewood One-Stop Business &amp; Career Center</b> 110 South La Brea Avenue Inglewood, CA 90301 Tel. (310) 680-3700
<b>Career Transition Center</b> 3447 Atlantic Avenue Long Beach, CA 90807 Tel. (562) 570-9675	<b>South Bay One-Stop business and Career Center –Gardena</b> 16801 South Western Avenue Gardena, CA 90274 Tel. (310) 217-9579
<b>Center for Working Families</b> 1900 Atlantic Avenue Long Beach, CA 90806 Tel. (562) 570-4795	<b>Torrance Career Center</b> 1220 Engracia Avenue Torrance, CA 90501 Tel. (310) 782-2102
<b>Cerritos Career Center</b> 10900 E. 183rd Street, Suite 350 Cerritos, CA 9070 Tel. (800) 481-6555	<b>Norwalk/EDD Career Center</b> 12715 Pioneer Boulevard Norwalk, CA 90650 Tel (562) 929-9112
<b>Women at Work</b> 1949 Avenida del Oro, Suite 300 Pasadena, CA 91106 Tel. (626) 796-6870	<b>Burbank WorkForce Connection</b> 301 East Olive Avenue, Suite 101 Burbank, CA 91502 Tel. (818) 238-5021
<b>Foothill Employment &amp; Training Connection-Pasadena Community College Community Education Center</b> 3035 E. Foothill Boulevard Pasadena, CA 91107 Tel. (636) 585-3209	<b>Verdugo Jobs Center</b> 1255 S. Central Avenue Glendale, CA 91204 Tel. (818) 409-0476
<b>WorkSource California Career Partners</b> 3505 North Hart Avenue, Suite 124 Rosemead, CA 91770 Tel. (626) 572-7272	<b>Employment Development Department</b> 933 S. Glendora Avenue West Covina CA 91790 Tel. (626) 814-8234
<b>Central San Gabriel Valley WorkSource</b> 11635 East Valley Boulevard El Monte CA 91732 Tel. (626) 258-0365	<b>LA Works One-Stop Career Center</b> 5200 Irwindale Avenue, Suite 210 Irwindale, CA 91706 Tel. (626) 960-3964
<b>Canoga Park-West Hills WorkSource</b> 21010 Vanowen Street St., Ste 116	<b>Sun Valley WorkSource Center</b> 9024 Laurel Canyon Blvd.

Canoga Park, CA 91303 Tel. (818)-596-4448	Sun Valley, CA 91352 Tel. (818) - 504 - 0334
<b>Van Nuys-North Sherman Oaks WorkSource Center</b> 15400 Sherman Way, Ste 140 Van Nuys, CA 91406 Tel. (818) - 781 - 2522	<b>Northeast San Fernando Valley WorkSource Center at Mission College</b> 11623 Glenoaks Boulevard Pacoima, CA 91331 818-890-9400

## C. CONSTRUCTION-RELATED COMMUNITY-BASED ORGANIZATIONS

### 1. PlayaVista (PV) Jobs

4112 S. Main Street  
Los Angeles, CA 90037  
Phone: 323-432-3955

Website: [www.pvjobs.org](http://www.pvjobs.org)

### 2. Black Worker Center

675 S. Park View Street  
Los Angeles, CA 90057  
Phone: 213-480-4155

Website: [www.lablackworkercenter.org](http://www.lablackworkercenter.org)

## FORMS

- 1: Local Worker Hiring Program Zip Code List
- 2: Craft Employee Request Form
- 3: Craft Worker Utilization Plan
- 4: Local Worker Status Report
- 5: Disadvantaged Local Worker Certification Form





**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
 DEPARTMENT OF FACILITIES PLANNING AND DEVELOPMENT  
 SUSTAINABLE BUILDING PROGRAM

**LOCAL WORKER HIRING PROGRAM – Campus Community Zip Codes**

1. City College:

<u>90004</u>	<u>90017</u>	<u>90028</u>	<u>90041</u>	<u>90068</u>
<u>90005</u>	<u>90019</u>	<u>90029</u>	<u>90046</u>	<u>90069</u>
<u>90006</u>	<u>90020</u>	<u>90036</u>	<u>90048</u>	<u>90205</u>
<u>90010</u>	<u>90026</u>	<u>90038</u>	<u>90057</u>	
<u>90012</u>	<u>90027</u>	<u>90039</u>	<u>90065</u>	
  
2. East Los Angeles College:

<u>90022</u>	<u>90040</u>	<u>90201</u>	<u>91754</u>	<u>91801</u>
<u>90023</u>	<u>90042</u>	<u>90202</u>	<u>91755</u>	<u>91802</u>
<u>90031</u>	<u>90063</u>	<u>90270</u>	<u>91770</u>	<u>91803</u>
<u>90032</u>	<u>90071</u>	<u>90280</u>	<u>91775</u>	
<u>90033</u>	<u>90089</u>	<u>90640</u>	<u>91776</u>	
  
3. Harbor College:

<u>90274</u>	<u>90502</u>	<u>90731</u>	<u>90745</u>	
<u>90275</u>	<u>90710</u>	<u>90732</u>	<u>90746</u>	
<u>90501</u>	<u>90717</u>	<u>90744</u>	<u>90810</u>	
  
4. Mission College:

<u>91040</u>	<u>91331</u>	<u>91342</u>	<u>91345</u>	
<u>91042</u>	<u>91340</u>	<u>91344</u>	<u>91351</u>	
  
5. Pierce College:

<u>90290</u>	<u>91306</u>	<u>91325</u>	<u>91356</u>	<u>91367</u>
<u>91301</u>	<u>91307</u>	<u>91326</u>	<u>91361</u>	<u>91406</u>
<u>91302</u>	<u>91311</u>	<u>91330</u>	<u>91362</u>	<u>91436</u>
<u>91303</u>	<u>91316</u>	<u>91335</u>	<u>91364</u>	
<u>91304</u>	<u>91324</u>	<u>91343</u>		
  
6. Southwest College:

<u>90002</u>	<u>90047</u>	<u>90061</u>	<u>90247</u>	<u>90249</u>
<u>90003</u>	<u>90059</u>	<u>90222</u>	<u>90248</u>	<u>90303</u>
<u>90044</u>				
  
7. Trade Technical College:

<u>90001</u>	<u>90013</u>	<u>90018</u>	<u>90037</u>	<u>90062</u>
<u>90007</u>	<u>90014</u>	<u>90021</u>	<u>90058</u>	<u>90255</u>
<u>90011</u>	<u>90015</u>			
  
8. Valley College:

<u>90977</u>	<u>91403</u>	<u>91501</u>	<u>91506</u>	<u>91605</u>
<u>91352</u>	<u>91405</u>	<u>91502</u>	<u>91601</u>	<u>91606</u>
<u>91401</u>	<u>91411</u>	<u>91504</u>	<u>91602</u>	<u>91607</u>
<u>91402</u>	<u>91423</u>	<u>91505</u>	<u>91604</u>	
  
9. West Los Angeles College:

<u>90008</u>	<u>90035</u>	<u>90066</u>	<u>90211</u>	<u>90272</u>
<u>90016</u>	<u>90043</u>	<u>90067</u>	<u>90212</u>	<u>90291</u>
<u>90024</u>	<u>90045</u>	<u>90094</u>	<u>90230</u>	<u>90292</u>
<u>90025</u>	<u>90049</u>	<u>90210</u>	<u>90232</u>	<u>90293</u> 90034 90064

Updated 5-15-2015



DISPATCH REQUESTOR: \_\_\_\_\_  
(Contractor Name)

DATE: \_\_\_\_\_

**CRAFT EMPLOYEE REQUEST FORM**  
**LOS ANGELES PIERCE COLLEGE**  
*Project Name Project*

The Los Angeles Community College District's Project Labor Agreement (PLA) requires that contractors make a good faith effort to hire local workers to perform 30% of all skilled trade positions—and further that Disadvantaged Local Workers perform at least 6% of those skilled trade positions. Local Workers from the Primary Residency Preference Area shall be first referred for Project Work, followed by Local Workers in the Secondary Residency Preference Area, including journeypersons and apprentices.

**FAX FORM TO:**

Local Union Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

GC or Sub Compliance Office: Name: \_\_\_\_\_ Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Local Worker Coordinator Name: Theodora Oye Tel: 213-593-8317 Fax: \_\_\_\_\_

**PRIMARY RESIDENCY PREFERENCE AREA ZIP CODES:** The following zip codes represent the campus community of the project site. Local workers in these zip codes shall be first dispatched to the Project Name Project.

90290	91301	91302	91303	91304	91306	91307	91311	91316	91324	91325	91326	91330	91335	91343	91356
91361	91362	91364	91367	91406	91436	X	X	X	X	X	X	X	X	X	X

**SECONDARY RESIDENCY PREFERENCE AREA ZIP CODES:** Local Workers from these zip codes shall be referred for project work after all available Local Workers in the Preferred Residency Preference Area have been dispatched to the Project Name Project.

90001	90012	90022	90033	90043	90061	90077	90230	90275	90717	91042		91351		91601	91775
90002	90013	90023	90034	90044	90062	90089	90232	90280	90731			91352	91411	91602	91776
90003	90014	90024	90035	90045	90063	90094	90247		90732				91423	91604	91801
90004	90015	90025	90036	90046	90064	90201	90248	90291	90744		91331			91605	91802
90005	90016	90026	90037	90047	90065	90202	90249	90292	90745				91467	91606	91803
90006	90017	90027	90038	90048	90066	90205	90255	90293	90746		91340		91501	91607	X
90007	90018	90028	90039	90049	90067	90210		90303			91342	91401	91502	91640	X
90008	90019	90029	90040	90058	90068	90211	90270	90501				91402	91504	91754	X
90010	90020	90031	90041	90057	90069	90212	90272	90502	90810		91344	91403	91505	91755	X
90011	90021	90032	90042	90059	90071	90222	90274	90710	91040		91345	91405	91506	91770	X

**CRAFT WORKER REQUEST:**

QTY#	CRAFT POSITION	JOURNEYMAN OR APPRENTICE LEVEL	LOCAL WORKER (PRIMARY RESIDENCY AREA REQUIRED)	LOCAL WORKER (SECONDARY RESIDENCY AREA)	DISADVANTAGED LOCAL WORKER or VETERAN	DATE	TIME

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

**Project Name:** Project Name Project

**Site Address:** 6201 Winnetka Ave, Woodland Hills, CA 91371

**Report to:** \_\_\_\_\_

**On-site Tel #:** \_\_\_\_\_

**On-site Fax:** \_\_\_\_\_

**Comment or special instructions:** \_\_\_\_\_

Completed by Union Dispatch		
Received By: _____	Date Received: _____	Dispatch Date: _____
<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
Primary Preference Area Local Worker <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> *See instruction below
Secondary Preference Area Local Worker <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*Attach letter stating reason for not dispatching local worker(s) who reside in the Primary Residency Preference Area zip codes.		
Print Dispatcher Name: _____	Attachment "3" - PLA	Phone: _____

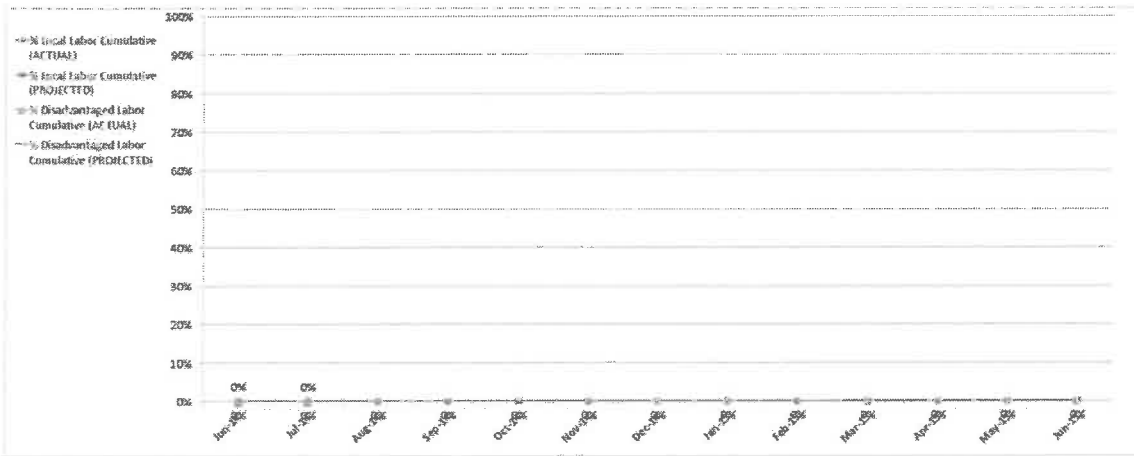
LOS ANGELES COMMUNITY COLLEGE DISTRICT

LOCAL WORKER HIRING PROGRAM

MANPOWER UTILIZATION PLAN

PROJECT NAME	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Totals
<b>LABOR HOURS</b>														
Total Hours (MH)														
Local Primary Preference Area Zip Codes (5 MI Radius)														
Local Secondary Preference Area Zip Codes														
Disadvantaged (MH)														
<b>% Local Labor (Monthly)</b>														
% Local Labor Cumulative (ACTUAL)														
% Local Labor Cumulative (PROJECTED)														
<b>% Disadvantaged Labor Cumulative (ACTUAL)</b>														
% Disadvantaged Labor Cumulative (PROJECTED)														

LOCAL AND DISADVANTAGED LABOR TREND CHART



**LOCAL CRAFT WORKER UTILIZATION REPORT**

Project: *Jobless Training Facility Project*  
 Project Code:  
 Contract(s): *Multiple Contractors*  
 City/ies: *Multiple Cities*

From Date: *4/1/2014*  
 To Date: *3/31/2015*  
 Report Date: *4/21/2015*

Area	Total Number of Workers	% of Total Workers	Total Hours Worked	% of Total Hours Worked	Wages w/ Benefits	Wages w/o Benefits	Number of Apprentices	Number of Journeymen	Number of Foreman	Number of Owner Operators	Number of Super
Primary Residency Preference Area											
Secondary Residency Preference Area											
Other in LA County (non-local)											
Outside of LA County											
Employees Not in Specified Zip Lists											
<b>Local Workers</b>											
Local Worker (Primary + Secondary)											
Disadvantaged Local Worker											
<b>Demographic Profile</b>											
African American											
Native American											
Asian											
Hispanic											
Caucasian											
Other											
Male											
Female											
Veteran											
<b>Total Employees</b>											



DISADVANTAGED LOCAL WORKER AND VETERAN CERTIFICATION FORM

Employee type selection box with options: Apprentice, Journeyman, Core Employee, New Hire, Union Local #, and Contractor Name.

I, \_\_\_\_\_, reside at \_\_\_\_\_, \_\_\_\_\_, CA \_\_\_\_\_
(Print Full Name) (Street Address) (City) (Zip code)

and hereby declare that I currently experience at least one of the following circumstances:

- I meet the income levels in the table below, or have a household income less than 50% of the area median income (AMI);
I am homeless;
I am a custodial single parent;
I currently receive public assistance (CalWorks, GAIN, GROW, or unemployment benefits);
I do not have a high school diploma or general equivalency degree (GED);
I have a criminal justice record;
I have been unemployed for at least the last 90 days; or
I am a Veteran of the United States armed forces.

I understand that this certification is subject to audit by the Los Angeles Community College District or their designee, and that all statements made herein are true and correct. Attached are copies of my California driver's license or identification card as evidence of local residency and documentation to validate the statements made herein. I further understand that if I falsify or misrepresent information on this form, the LACCD may, in its sole discretion, disqualify me from participating as a Disadvantaged Local Worker or employment on LACCD Build Projects.

The foregoing is true and correct under penalty of perjury of the laws of the State of California.

Signature \_\_\_\_\_ Social Security #: XXX-XX-\_\_\_\_\_

Executed in the city of \_\_\_\_\_, in County of Los Angeles on \_\_\_\_\_, 2014.

Poverty Guidelines
U.S. Department of Health and Human Services
The area median income (AMI) for the County of Los Angeles is \$48,610.

CERTIFYING OFFICIAL USE ONLY
The applicant is approved for certification as a Disadvantaged Local Worker.
Org: \_\_\_\_\_
Date: \_\_\_\_\_
Send signed copies to:
Contractor: \_\_\_\_\_ Fax: \_\_\_\_\_
Local Worker Coordinator Fax: \_\_\_\_\_

**Los Angeles Community College District  
Proposition A  
Project Labor Agreement  
Carve-Out Addendum**

## ATTACHMENT 4

### WORKERS' COMPENSATION COVERAGE AND ALTERNATIVE DISPUTE RESOLUTION PROCEDURES

#### Section 1. Intent and Purpose

(a)(1) The Contractor, the Building and Trades Council of Los Angeles -- Orange County (Council), the signatory craft unions (Unions) and the District (collectively, the "Parties") working on the Los Angeles Community College District Propositions A&AA Facilities Project Labor Agreement (the Agreement") jointly recognize the importance of an effective and efficient program to provide a workers' compensation delivery system for the-benefit of the employees covered by this Agreement. The Parties will therefore work together, under the provisions of Section 3201.5 of the California Labor Code (the "Code"), to implement a dispute resolution procedure which will reduce disputes arising out of the workers' compensation delivery system established for this Project, and which will provide fair and expeditious methods for resolving such disputes. Additionally, the Parties will work together to broaden and improve the workers' compensation process to include optimum access to delivery of medical care and disability benefits for covered employees affected by occupational injury or disease and covered under this Agreement. The Parties further, through the Joint Labor-Management Workers' Compensation Committee hereinafter established, will endeavor to develop an effective quality control and improvement program for the medical coverage provided to the employees covered by this Agreement. Finally, the Parties agree that abuses of the system will not be tolerated and will cooperate in any investigation of a claim of abuse.

(a)(2) To accomplish the goals of(a)(1) above, the Parties have agreed:

(i) That all employees working under this Agreement shall be covered to the fullest extent required by the workers' compensation provisions of the Code, and that nothing in this Agreement diminishes the entitlement of an employee covered by this Agreement to compensation benefits for disability or medical treatment and other benefits as required by California law, fully paid for by the District through the purchase of a policy of workers' compensation insurance from an insurer authorized to issue such a policy in the State of California; and

(ii) To implement a medical and benefits delivery system complemented by an alternative dispute resolution process, hereby established, in cooperation with a Joint Labor Management Workers' Compensation Committee, created under this Agreement.

(b) This Agreement shall apply only to injuries as defined by the Law sustained by employees covered by this project labor agreement during their employment by an employer located in California and only when that employee is engaged in employment activities related to work on District bond construction projects and covered

by the OCIP.

(c) This Agreement shall remain in effect for a period of five years from the date of its execution by the parties. It shall continue in effect from year to year thereafter unless terminated by either party to the Agreement in the manner provided herein.

(d) This Agreement represents the complete understanding of the parties with respect to the subject matter dealt with herein.

(e) In any instance of conflict, the provisions of this Agreement shall take precedence over provisions of the Law, as far as permitted by the provisions of Labor Code Section 3201.5 of the State of California.

Section 2. Joint Labor-Management Workers' Compensation Committee

(a) There is hereby established a Joint Labor-Management Workers' Compensation Committee to review, oversee, consult and advise all parties involved with the development, implementation and provision of benefits and procedures for workers' compensation covered under the Code and this Attachment, with particular reference to the workers' compensation provisions of this Attachment. Such Committee shall participate in the selection of the providers and other personnel as set forth in Section 3. below. The power of the Committee may only be exercised through the majority agreement of the Parties, with each such party having such representative vote(s) as agreed.

(b) The District shall designate no more than two (2) Contractor representatives, which may rotate annually to assure broad representation by as many contractors as possible, and two (2) District representatives. The Council and the signatory craft unions shall appoint four (4) representatives to represent the unions. The Committee shall be chaired by a representative appointed by the District (or designee).

(c) The Committee shall meet at least once each calendar quarter, or more often as necessary on the call of the chair. A quorum shall be five or more members provided that notice of meeting is provided at least one week in advance. The ombudsperson and representatives of the District, OCIP insurer and/or providers of medical care shall be available to attend the Committee meetings and furnish such information as is requested by the Committee. The Committee may recommend to the Program Manager, District and/or OCIP Insurer, as appropriate, changes in the procedural and substantive delivery of medical care and services and ADR processing as it believes appropriate to fulfill the parties' goal to make effective use of the revisions to Labor Code Section 3201.5. Any dispute between the union and contractor parties with regard to the power of the Committee shall be referred to the Arbitrator designated under Section 7(c), below.

(d) Each member of the Committee and/or the member's sending



organization shall be responsible for any defense or indemnification of the respective member in the event of legal action arising out of the activities or decisions of that member while serving on the Committee. The District shall have no responsibility for decisions or actions of the Committee. The Committee shall have no separate legal standing.

Section 3. Service Providers

(a) Unless otherwise specifically stated, reference to a "medical provider" may be either to an individual providing treatment or to a group practice or clinic providing treatment to employees covered by this Attachment.

(b) The Parties will jointly designate, under the auspices of the Joint Workers' Compensation Committee herein established:

- (1) A preferred provider network of health care providers;
- (2) Organizations providing prescription medicine, which may be affiliated with (1), above;
- (3) Vocational rehabilitation evaluator/service organizations if required by law or regulation;
- (4) Mediators (who shall be familiar with and experienced in the California State Workers' Compensation System and related medical issues); and
- (5) Arbitrators (who to the extent available shall possess experience as referees and/or judges under the State Workers' Compensation System and, at a minimum, qualified as arbitrators under the Code).

(b) If the Parties are unable to agree on the organizations in (1) - (3) above or the individuals to serve in the positions listed in (4) - (5) above, in the numbers deemed necessary by the OCIP insurer for the efficient operation of the Workers' Compensation Delivery System (including ADR), or in the numbers otherwise established in this Agreement, appointments shall be made by the neutral arbitrator established under Section 7(c), below, after he/she has heard recommendations and arguments in favor of their respective positions from the Parties to the Agreement.

Section 4. Medical Care and Treatment for Occupational Injury and Disease.

(a) Authorized Medical Providers. The providers designated under this Agreement shall be the exclusive source of all medical treatment required under Code

Section 4600. In addition to the preferred medical provider list promulgated by the Insurer, authorized medical providers shall include preferred provider networks of health care providers contained within any preferred provider panels currently established by any Union (or subsequently established panels approved for inclusion by the parties to this Project Labor Agreement), who qualify and who agree to participate under the terms of this Attachment.

(1) All medical and hospital services, except for first aid and other emergency type services only, required by employees subject to this Agreement as the result of a compensable injury or disease, shall be furnished by health care professionals and facilities selected by the employee from a list of health care professionals and facilities agreed to by the Parties to this Agreement and available to each employee upon his initial employment at the site. In no event shall the deletion of a provider disrupt the ongoing treatment of an employee receiving treatment from that provider at the time of the decision. However, once the specific course of treatment is completed, the employee must use an authorized provider for any additional treatment. The authorized provider organizations shall have on their rosters individual Board Certified providers in their respective specialties available for selection by employees for treatment, or for referral from other individual providers, or to act as evaluators. This designation of providers pursuant to Section 3201.5 of the Labor code replaces all other provisions regarding the selection of medical providers located elsewhere in the Code.

(2) In case of an emergency requiring treatment covered by this Attachment when no authorized provider is available, the employee may seek treatment from a health care professional or facility not otherwise authorized by this Attachment, to provide treatment during the emergency and such treatment shall be compensated for in reasonable amounts by the OCIP Insurer as if provided by providers authorized under this Agreement. Responsibility for treatment shall be transferred to an authorized provider as soon as possible, consistent with sound medical practices.

(3) After selecting an authorized provider to furnish treatment for a particular injury, an employee may change once to another authorized provider. When referred by the authorized provider to another provider in a particular specialty, the employee may also change once to another authorized provider in such specialty. Additional changes may be made only with the approval of the Insurer. Neither the employer nor its OCIP Insurer shall be responsible for the cost of medical services furnished by a health care professional or facility not authorized pursuant to this Agreement (except as provided in (2) above). Nothing in this Article shall be construed to create a right for an employee to receive care at employer obligation or expense that is not reasonably required to cure or relieve a work related injury.

(4) Neither the Insurer nor the District shall be responsible for the cost of medical services furnished by a health care professional or a facility not authorized pursuant to this Agreement (except for emergencies as noted in (2) above), nor for care not required by the Code.

(5) The list of authorized providers administered by the authorized provider organization shall contain sufficient providers for each of the specialties which the parties to this Agreement believe are required to respond to the needs of employees subject to this Agreement, at least some of whom, in each specialty, shall be Board Certified. This shall include, but shall not be limited to providers within the following specialties:

- |                           |                           |                     |                 |
|---------------------------|---------------------------|---------------------|-----------------|
| •1 Orthopedics            | •2 Radiology              | •3 Neurology        | •4 Neurosurgery |
| •5 Ophthalmology          | •6 Cardiology             | •7 General Practice | •8 Chiropractic |
| •9 Psychiatry             | •10 Internal Medicine     | •11 Dermatology     | •12 Oncology    |
| •13 Pulmonary/Respiratory | •14 Occupational Medicine |                     |                 |

In the event that an authorized provider furnishing treatment to an employee determines that treatment or consultation is necessary from a specialty for which no authorized provider has been selected through this Agreement, or in the event the distance makes it impractical for treatment from an authorized provider, the authorized provider shall select the additional specialist or additional provider who offers treatment at a practical distance for the employee.

(6) All prescription medicines furnished as the result of injuries subject to this Agreement shall be furnished by the OCIP Insurer through a jointly agreed upon medical prescription provider organization or organizations, except in those instances in which an authorized medical provider determines that due to time constraints or other valid medical reasons, use of another prescription source is required.

(7) Evaluations shall be secured in a manner consistent with, and utilized for the purposes described in, Division 4, Part 1. Chapter 7, Article 2 of the Code. It is not the intent of the parties to the Agreement in this section or in any other portion of this Attachment to add to or diminish the rights of the respective parties to a workers' compensation dispute to introduce evidence or be prohibited from introducing evidence in an arbitration proceeding in any different manner than they would otherwise be allowed to do in a proceeding before an Administrative Law Judge of the WCAB.

(8) The OCIP Insurer and the employee shall each be bound by the opinions and recommendations of the authorized provider selected in accordance with this Agreement. In the event of disagreement with the authorized provider's findings or opinions, the sole recourse shall be to obtain a second opinion from another authorized provider to the extent permitted by Division 4, Part 1. Chapter 7, Article 2 of the Code, and to present the second opinion through the Alternative Dispute Resolution Program established in this Agreement.

**Section 5. Authorized Vocational Rehabilitation Service Providers.**

All vocational rehabilitation evaluator services to which an employee may be entitled under the Labor Code and within the jurisdiction of this Agreement as the result of an occupationally incurred compensable injury, including occupational disease,

shall be furnished by a vocational rehabilitation service provider selected by the employee from a list of vocational rehabilitation service providers jointly selected by the parties to this Agreement, hereinafter referred to as "authorized rehabilitation providers." A list of the authorized rehabilitation providers shall be available to all employees. The list can be changed at any time by agreement of a majority of the members of the Joint Workers' Compensation Committee.

Section 6. Alternate Dispute Resolution Program.

(a) (1) This Alternative Dispute Resolution Program ("ADR" or "Program") shall be used in place of and to the exclusion of the Division of Workers' Compensation hearing and disputes resolution procedures affecting a covered employee's benefits to the full extent permitted by Section 3201.5 of the Labor Code, recognizing the continuing authority of the Workers, Compensation Appeals Board ("WCAB") and the California State Courts of Appeal to review all actions taken hereunder in a manner consistent with Section 3201.5.

(2) The Program shall be used in place of the filing of an Application for Adjudication of Claim with the WCAB. Any claim subject to this Agreement filed with the WCAB for resolution will immediately be removed on motion of the OCIP Insurer, and placed within the Program established by this Agreement. The Program shall not affect any covered employee's eligibility for, or his/her amount of, workers' compensations benefits, as set forth in the workers' compensation Provisions of the Labor Code. -

(3) This Program shall apply to all compensable, work-incurred injuries, including occupational disease, as defined by the Code, sustained by employees while working under and covered by this Agreement, as a result of their employment on the Project, on and after the effective date of this Agreement and during the term of this Agreement. Upon the termination of the Agreement, any dispute involving a date of injury occurring during the term of this Agreement for which a timely claim is filed within ninety (90) days after the termination of the Agreement shall continue to be subject to the terms to this Program for the duration of the case. Any claim for a compensable injury or illness filed after such ninety (90) days shall be processed as though revised Code section 3201.5 does not apply.

(b) The Program shall consist of three components: Ombudsperson, Mediation, and Arbitration.

(1) Ombudsperson. An ombudsperson shall be selected from a negotiated list and appointed by the Joint Workers' Compensation Committee. The ombudsperson may be removed at any time within the sole discretion of the Committee. The person appointed shall have, at a minimum, the following qualifications: five years of work experience which shall have provided him/her with knowledge and understanding of California workers' compensation laws and familiarity with workers' compensation claims and case management and/or be experienced and certified in occupational health practice; and shall not have had an employment relationship with the

OCIP Insurer. The Ombudsperson shall be compensated by the District at reasonable and customary rates for this service. The Ombudsperson will be familiar with workers' compensation procedures and practices. He/she shall be available at reasonable times, upon reasonable notice, at the Project site for the convenience of the employees. The Ombudsperson shall report regularly to the committee, shall submit an annual report and shall be subject to annual review.

The Mediator(s) and the Arbitrator(s) will be selected in chronological rotation from a permanent panel not to exceed three of each to be established by agreement of a majority of the members of the Joint Committee. Each shall be knowledgeable and experienced regarding medical and legal aspects of workers' compensation procedures in California. The compensation of the Mediators and Arbitrators shall be provided by the OCIP Insurer. Pending such agreement under Section 3, should there be a need for a Mediator and/or Arbitrator to undertake proceedings required by these provisions, such shall be requested from and appointed pursuant to the rules of the Division of Industrial Relations with regard to the appointment of Arbitrators under the Code for workers' compensation matters, but may not be an attorney engaged in private practice on behalf of either applicants or insurers.

(2) When an employee's workers' compensation benefits are denied, reduced or terminated, or otherwise affected, the employee shall be provided with a written Notice ("Notice") of such action, in a procedural and substantive format similar to those prescribed in Section 4061 of the Code, by the OCIP Insurer, by first class mail. The Notice shall include a summary of the reasons for the action, in terms reasonably calculated to be understandable by the employee.

Within thirty (30) days of the employee's receipt of such Notice, or whenever an employee believes that he/she is not receiving the benefits to which he/she is entitled, including medical and hospital services, the employee shall notify the Ombudsperson. The Ombudsperson shall explain to the employee the response to any employee question or complaint in terms that are understandable by the employee. The Ombudsperson shall maintain a record of all activity affecting any individual employee with whom he/she is involved by reason of these provisions or where he/she becomes aware or reasonably should become aware that such employee should be involved in these procedures, including the date of each notification and request for intervention of the Ombudsperson, the date of each response, the receipt of a form requesting mediation, and the date of reference of that form to the Mediator. All records kept by the Ombudsperson shall be a form consistent with record keeping requirements under the Act, if any.

(3) If the issue cannot be resolved to the satisfaction of the employee and the OCIP insurer within the fifteen (15) business days after the date of notification to the Ombudsperson, the aggrieved party may apply for mediation on the form available from the Ombudsperson. Such form shall be filed with the Ombudsperson, who shall promptly notify the appropriate Mediator and furnish the Mediator with a copy of the Notice. The parties to the dispute may extend the fifteen (15) business day period

by mutual agreement, and no issue shall proceed to mediation without first being presented to the Ombudspersons.

(c) Mediation. Application for mediation shall be made not more than twenty-five (25) business days after the Ombudsperson has responded to the employee's request for assistance. Failure to timely request mediation will bar any further right to adjudicate the issue. The parties intend that such mediation will be a meaningful informal, non-adversarial effort to resolve all legitimate claims fairly without resort to adversary proceedings or unnecessary procedures. The Mediator will contact the parties to the dispute (the employee and the OCIP Insurer) and take whatever steps he/she deems necessary to bring the dispute to an agreed conclusion. At any mediation, the OCIP Insurer and the employee (and an adviser to the employee) may be present. The mediation must be attended by persons with authority to resolve the dispute.

Mediation shall be completed not more than fifteen (15) business days from the date of referral, unless otherwise agreed by the parties to the dispute, including the Mediator, except that in no event shall an issue be permitted to proceed beyond mediation until and unless the moving party cooperates with the Mediator and the mediation process. The Parties to the dispute may agree in writing to extend such time for a period certain. Neither party will be permitted to be represented by legal counsel at mediation. All communication between the Mediator and the parties shall be directly with the parties to the dispute, unless disability or linguistics dictate the need for a surrogate. In no case may the surrogate act in the capacity of attorney of record.

If, after the completion of the mediation process, the parties to the dispute are unable to reach agreement, either the employee or the OCIP Insurer may file with the Ombudsperson, within thirty (30) business days of the completion of the process, a request that the matter be referred to Arbitration. Immediately upon receipt of the request, the Ombudsperson shall notify the appropriate Arbitrator from the Panel designated by the parties to this Agreement, as well as all parties to the dispute, that a request for Arbitration has been received and the Arbitrator shall set a date for a hearing, to be commenced no later than forty-five (45) calendar days after the Arbitrator has received Notice of the Request for Arbitration.

(d) Arbitration. The Arbitration proceeding will be conducted pursuant to the rules and regulations applied by workers' compensation judges under the Code (including rules of evidence and burden of proof), and the Arbitrator shall have the same powers and authority as such judges (and, as appropriate, referees), except as such rules, regulations or powers are specifically modified or supplemented by this Agreement or otherwise in writing by the parties to this Agreement. The arbitration proceeding shall be completed within ten (10) business days of its commencement unless otherwise ordered by the Arbitrator, in his/her sole discretion, to further the interest of fairness to all parties to the dispute and/or completeness of the record. Except in extraordinary circumstances, such extension shall not exceed forty-five (45) days. The Arbitrator shall render a decision within ten (10) business days of the completion of the proceedings. The Arbitrator's decision shall be written in a form consistent with WCAB practices and

his/her findings of fact, award, order, or decision shall have the same force and effect as that of a workers' compensation judge and be subject to enforcement proceedings and/or review as provided in Section 3201.5(a) (1) of the Code. No written or oral offer or recommendation made during the mediation process by any party or the Mediator shall be admissible in the Arbitration proceedings.

(1) The hearing shall be held in a location convenient to the parties to the dispute as determined in the sole discretion of the Arbitrator, but unless otherwise agreed by the parties to the dispute, no further than fifty (50) miles from the employee's residence at the time he/she was/is working under this Agreement. The proceeding shall be electronically recorded.

(2) In any case that has been assigned to an arbitrator for hearing hereunder, the arbitrator shall have full power, jurisdiction and authority to hear and determine all issues of fact and law presented and to issue interim, interlocutory and final orders, findings, decisions and awards as may be necessary to the full adjudication of the case. The decision of the arbitrator is subject to review by the Workers' Compensation Appeals Board (WCAB) in the manner required by Labor Code Section 3201.5, and shall have the same force and effect as an award, order, or decision of a Workers' Compensation Administrative Law Judge.

(3) Arbitration will be conducted pursuant to the rules of the American Arbitration Association, or such other rules agreed to by the Committee, using the arbitrator assigned by the Committee. Unless the parties to the matter otherwise mutually agree, arbitration proceeding shall be completed in not more than 30 calendar days after referral, and an arbitration decision rendered within 10 working days of the completion of the proceedings. The arbitrator's decision shall be in written form consistent with the WCAB practices.

(4) No written or oral offer, finding or recommendation made during the mediation process by any party or mediator shall be admissible in the arbitration proceedings except by mutual agreement of the parties.

(5) The arbitrator may in his/her sole discretion appoint an authorized health care professional to assist in the resolution of any medical issue, the cost to be paid by the OCIP Insurer. The Arbitrator may appoint a trustee or guardian ad litem to appear for and represent any minor or incompetent upon the terms and conditions which he or she deems proper. The Arbitrator may provide for the joinder in the same proceeding of all persons interested therein, whether as employer, insurer, employee, dependent, creditor, service provider or otherwise.

(6) Either side may request the appearance of the treating physician and question him or her at arbitration. If the Arbitrator requests the appearance of a treating physician, or otherwise appoints an authorized health care professional to assist in the resolution of any medical issue, the expense will be borne by the OCIP Insurer.

(7) The decision of the Arbitrator, including his/her findings of facts award, or order, shall have the same force and effect as an award, order or decision of a workers compensation Judge, and shall be subject to review by the Workers' Compensation' Appeals Board in the same manner as provided for reconsideration of a final order, decision, or award made and filed by such judge pursuant to the procedures set forth in Article I (commencing with Section 5900) of Chapter 7 of Part IV of Division 4, in the Court of Appeals pursuant to the procedures set forth in Article 2 (commencing with Section 5950) of Chapter 7 of Part IV of Division 4.

(8) Any and all settlements and/or compromises between an employee and an insurer involving a workers compensation claim arising on this Project and under this Agreement shall be subject to the same appeals and review by the Arbitrator as if he were sitting as a referee under the Code, and appealed to the WCAB to the extent permitted by the Code.

(9) The Arbitrator shall issue an order terminating temporary disability benefits in the event an injured worker is found to be temporarily partially disabled and offered a modified duty return to work program consistent with the restrictions provided by the treating physician. Upon return to modified duty, the injured employee shall be paid his regular wage and benefit package pursuant to the collective bargaining agreement.

(10) The Arbitrator shall not have the authority to resolve petitions filed pursuant to Labor Code section 132a and shall not have the authority to resolve issues involving Serious and Willful Misconduct petitions filed pursuant to Labor Code Section 4551 et seq. The Arbitrator shall retain authority over the underlying claim.

(e) Notwithstanding any provision of this Attachment to the contrary, an employee who has received benefits under this Attachment, and who is subsequently injured while in the employ of an employer not covered at this time by this Attachment, shall have full access to the workers' Compensation Appeals Board Procedures in effect at the time on any matter involving apportionment due to the subsequent injuries or subsequent exacerbation of the preexisting condition, and the provisions of this Attachment shall not, in such cases, be applied or asserted to diminish any rights such an employee might otherwise have had, had it not been for the existence of this Workers' Compensation Attachment.

#### Section 7. General Provisions.

(a) Except for payments resulting from awards for violation of Labor Code 132a and serious and willful misconduct claims (which are the responsibility of the employer), all payments required to be made by Contractors pursuant to this Attachment, shall, in accordance with California law, be made by the OCIP Workers Compensation insurer. Similarly, all actions required by law to be undertaken by the insurer rather than the contractor shall be performed by the OCIP Workers' Compensation Insurer. The OCIP Insurer and/or the Ombudsperson will provide all notices to the employees and/or



applicants, and in such form, as are required to be issued or otherwise referenced in the workers' compensation provisions of the Code.

(b) If any provisions of Sections 1 through 6 of this Attachment or their application to any person or circumstances is held invalid, the invalidity shall not affect other provisions or application of such Section or of the remainder of this Agreement that can be given effect without the invalid provision or application. To implement this provision it is understood that the provisions of this Attachment are declared to be severable. Further, in the event of legal action contesting the legality of Sections 1 through 6 of this Attachment, or any portion of them, the parties agree to jointly defend such provision and such Sections and shall actively assist each other in such defense.

(c) It is the intent of the parties to meet the spirit and letter of the requirements of Section 3201.5 of the Labor Code. To the extent that the Department of Industrial Relations, Division of Workers' Compensation, succeeds in enjoining or otherwise preventing the application of part or all of the Program and provisions above, by an order of the final court of competent jurisdiction, the parties shall meet expeditiously to adjust this Attachment to meet the requirements of the Code, and failing to reach agreement within thirty (30) days after notification of such failure to comply by the Division, the matter shall be referred to [Impartial Arbitrator] for development of an appropriate provision or provisions consistent with the spirit of this Attachment.

(d) No employee shall be denied the right to consult and/or be advised by legal counsel of his/her choice, if desired, at any time during the processes established herein. However, it is recognized that the ADR Program here established is intended to be non-adversarial, and until an appeal beyond mediation, no attorney shall participate in the system as counsel of record for either the employee or the OCIP Insurer. Counsel fees shall be the sole responsibility of the person consulting with an attorney.

Signature Page to Follow

For the Los Angeles Community College  
District:

*[Signature]*  
LACCD Representative

Executive Director  
Title

For the Unions:

*[Signature]*  
Executive Secretary  
Los Angeles – Orange County Building  
and Construction Trades Council

2/9/05

**LACCD PROJECT LABOR AGREEMENT**

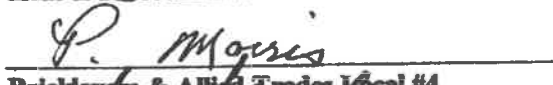
**ATTACHMENT 4**

**WORKERS' COMPENSATION COVERAGE AND ALTERNATIVE DISPUTE RESOLUTION  
PROCEDURES AND AGREEMENTS**

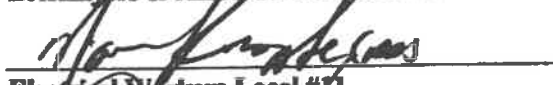
**Craft Unions' Signature Page:**



Heat & Frost Insulators Local #5



Bricklayers & Allied Trades Local #4



Electrical Workers Local #11



Operating Engineers Local #12



Operating Engineers Local #12



Iron Workers Local #416



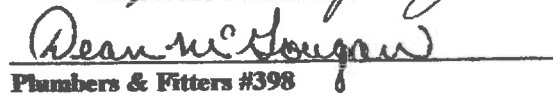
Laborers Local #300



Painters District Council #36 & Allied Trades  
*(Glaziers, Regient Floor & Drywall Taping & Fin)*



U.A. Steamfitters Local #250



Plumbers & Fitters #398



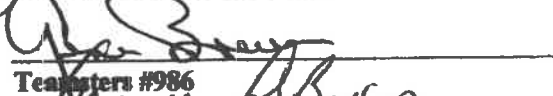
Plumbers & Fitters #761



Cement Masons Local #600



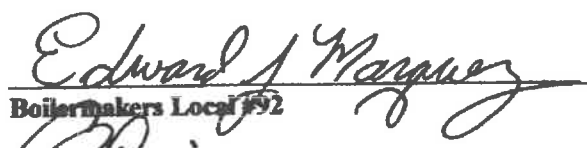
Sheet Metal Workers Local #105



Teamsters #986



Carpenters Regional Council



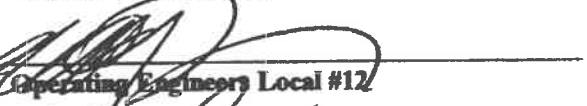
Boilermakers Local #92



Tile Layers Local #18



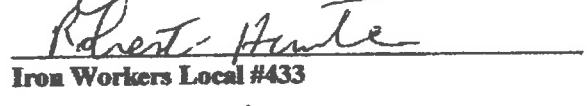
Elevator Constructors Local #18



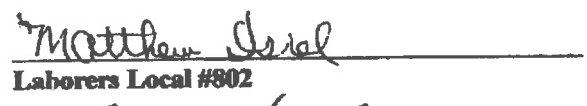
Operating Engineers Local #12



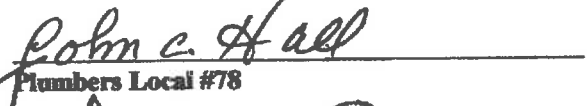
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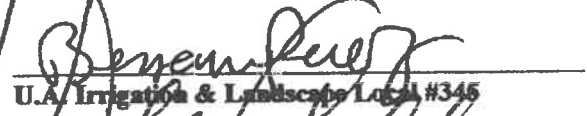
Iron Workers Local #433



Laborers Local #802



Plumbers Local #78



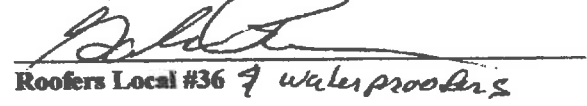
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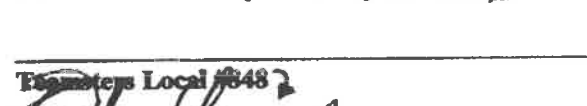
U.A. Fire Protection Fitters Local #709



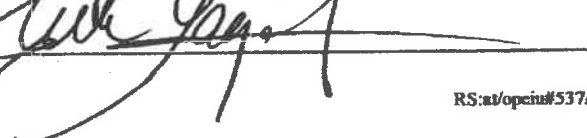
Plasterers Local #260



Roofers Local #36 & waterproofers



Teamsters Local #848



ATTACHMENT 6- Campus Community Zip Codes:

1. City College:

<u>90004</u>	<u>90036</u>
<u>90005</u>	<u>90038</u>
<u>90006</u>	<u>90039</u>
<u>90010</u>	<u>90041</u>
<u>90012</u>	<u>90046</u>
<u>90017</u>	<u>90048</u>
<u>90019</u>	<u>90057</u>
<u>90020</u>	<u>90065</u>
<u>90026</u>	<u>90068</u>
<u>90027</u>	<u>90069</u>
<u>90028</u>	<u>91205</u>
<u>90029</u>	

2. East Los Angeles College:

<u>90022</u>	<u>90201</u>	<u>91801</u>
<u>90023</u>	<u>90202</u>	<u>91802</u>
<u>90031</u>	<u>90270</u>	<u>91803</u>
<u>90032</u>	<u>90280</u>	
<u>90033</u>	<u>90640</u>	
<u>90040</u>	<u>91754</u>	
<u>90042</u>	<u>91755</u>	
<u>90063</u>	<u>91770</u>	
<u>90071</u>	<u>91775</u>	
<u>90089</u>	<u>91776</u>	

3. Harbor College:

<u>90274</u>	<u>90710</u>	<u>90744</u>
<u>90275</u>	<u>90717</u>	<u>90745</u>
<u>90501</u>	<u>90731</u>	<u>90746</u>
<u>90502</u>	<u>90732</u>	<u>90810</u>

4. Mission College:

<u>91040</u>	<u>91351</u>
<u>91042</u>	
<u>91331</u>	
<u>91340</u>	
<u>91342</u>	
<u>91344</u>	
<u>91345</u>	

5. Pierce College:

<u>90290</u>	<u>91311</u>	<u>91343</u>
<u>91301</u>	<u>91316</u>	<u>91356</u>
<u>91302</u>	<u>91324</u>	<u>91361</u>
<u>91303</u>	<u>91325</u>	<u>91362</u>
<u>91304</u>	<u>91326</u>	<u>91364</u>
<u>91306</u>	<u>91330</u>	<u>91367</u>
<u>91307</u>	<u>91335</u>	<u>91406</u>
		<u>91436</u>

6. Southwest College:

<u>90002</u>	<u>90059</u>	<u>90248</u>
<u>90003</u>	<u>90061</u>	<u>90249</u>
<u>90044</u>	<u>90222</u>	<u>90303</u>
<u>90047</u>	<u>90247</u>	

7. Trade Technical College:

<u>90001</u>	<u>90015</u>	<u>90062</u>
<u>90007</u>	<u>90018</u>	<u>90255</u>
<u>90011</u>	<u>90021</u>	
<u>90013</u>	<u>90037</u>	
<u>90014</u>	<u>90058</u>	

8. Valley College:

<u>90077</u>	<u>91501</u>	<u>91605</u>
<u>91352</u>	<u>91502</u>	<u>91606</u>
<u>91401</u>	<u>91504</u>	<u>91607</u>
<u>91402</u>	<u>91505</u>	
<u>91403</u>	<u>91506</u>	
<u>91405</u>	<u>91601</u>	
<u>91411</u>	<u>91602</u>	
<u>91423</u>	<u>91604</u>	

9. West Los Angeles College:

<u>90008</u>	<u>90064</u>	<u>90272</u>
<u>90016</u>	<u>90066</u>	<u>90291</u>
<u>90024</u>	<u>90067</u>	<u>90292</u>
<u>90025</u>	<u>90094</u>	<u>90293</u>
<u>90034</u>	<u>90210</u>	
<u>90035</u>	<u>90211</u>	
<u>90043</u>	<u>90212</u>	
<u>90045</u>	<u>90230</u>	
<u>90049</u>	<u>90232</u>	

# LOS ANGELES COMMUNITY COLLEGE DISTRICT'S

## APPROVED

### DRUG AND ALCOHOL TESTING POLICY

The District recognizes 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 District, and the Parties to the Amended Project Labor Agreement ("PLA") for Project Work within the Los Angeles Community College District, hereby agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing. As such, the District hereby establishes the following Drug and Alcohol Testing Policy ("Testing Policy").

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession 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 PLA.

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

3. The Program Manager shall jointly review with each Employer the requirements of this Policy at the Pre-Job Conference for each Project and each subcontractor is required to convey these Policy requirements to all of its employees immediately thereafter.

4. An Employer who has performed drug testing of its employees upon hiring same shall provide written proof to the Program Manager within ten (10) days of the Pre-Job Conference. With respect to individuals who have not been drug tested and/or who become employed on the Project subsequent to the Pre-Job Conference, all such employees shall be drug tested pursuant to this Policy. Refusal and/or failure to undergo such drug 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. While the blood test results are pending, the employee will have probationary status only. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union. A list of all NIDA approved testing facilities will be provided to the Employer at the Pre-Job Conference. The cost of all required testing and other costs incurred as a result of this Policy shall be the sole expense of the Employer.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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

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

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

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

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

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. The Program Manager's Safety Manager, based on his or her personal observation and/or based on information provided to him or her from personnel who work under the Safety Manager, may provide, based upon reasonable cause, written notice to alert the Contractor and/or affected Employer about any unsafe employee behavior or working conditions caused thereby and request drug testing of such employee(s). Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not



put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

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

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

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

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time, not to exceed two (2) hours, to explain periodic jobsite testing program to affected employees;

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

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

7. Subject to the reasonable cause requirement set forth in paragraph 5 f. 3. above, it is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

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

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

10. 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 the Program Manager's Safety Manager, 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 District and the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy and/or any program permitted hereunder.

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

14. This Policy 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.

15. Appendix "A" and Appendix "B" attached hereto which are set forth on the following pages are incorporated as part of this Policy as if set forth at length hereat.

# DRUG ABUSE PREVENTION AND DETECTION

## APPENDIX A

### CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* NTDA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

## APPENDIX "B"

### SIDE LETTER OF AGREEMENT TESTING POLICY

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, 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 this Testing Policy. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy as a result of any occurrence related to the "quick" screen test.



# Board of Trustees

Los Angeles Community College District

**ACTION**

Com. No. **FPD4**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: March 8, 2017

Subject: **ADOPT RESOLUTION AMENDING CURRENT PROJECT LABOR AGREEMENT**

### Action

Adopt a resolution (Attachment 1) amending the current Project Labor Agreement to include in it Measure CC Bond funded projects pursuant to Article II of the current Project Labor Agreement.

### Background

The current Project Labor Agreement ("PLA") was approved by the Board of Trustees on July 8, 2015 (Com. No. FPD4) and became effective August 13, 2016. As currently in force and effect, the current PLA includes Proposition A/AA and Measure J Bond funded projects, as well as certain projects built with District General Fund money, but does not include projects funded by Measure CC Bonds approved by the voters on November 8, 2016.

The purpose of the requested Amendment is to incorporate projects funded with Measure CC Bond funds into the current PLA as set forth in the proposed Amendment which is attached as "Exhibit A" to the proposed Resolution that accompanies this item.

The District sent the proposed Amendment to Mr. Ron Miller, Executive Secretary for the Los Angeles/Orange Counties Building and Construction Trades Council and their legal counsel for review, and both support the proposed Amendment.


Recommended by:

  
Thomas Hall, Interim Chief Facilities Executive

Approved by:

  
Francisco C. Rodriguez, Chancellor

Chancellor and  
Secretary of the Board of Trustees

By  Date 3/08/2017

Eng _____ ✓	Moreno <u>M</u> ✓
Fong _____ ✓	Pearlman _____ ✓
Hoffman <u>S</u> ✓	Svonkin _____ ✓
Kamlager _____ ✓	Victoriano <u>AYE</u>
	Student Trustee Advisory Vote

# Board of Trustees

Los Angeles Community College District

Com. No. **FPD4**

Division: **FACILITIES PLANNING AND DEVELOPMENT**

Date: March 8, 2017

On February 22, 2017, the Facilities Master Planning and Oversight Committee (FMP&OC) reviewed the proposed Amendment to the current Project Labor Agreement. A Labor Representative sent to that FMP&OC meeting by Mr. Ron Miller stated during the Public Comment portion that Labor strongly supported the requested Amendment.

On February 22, 2017, the Facilities Master Planning and Oversight Committee unanimously approved a Recommendation to pass the proposed Amendment to the Board of Trustees for its consideration and adoption.

If the proposed Amendment is acceptable to Board of Trustees, it will become the policy of the District that the construction work covered by the Amendment shall be contracted exclusively to contractors performing work on the projects that agree to be bound by the proposed Amendment and the other terms, conditions and provisions of the current Project Labor Agreement.

## Recommendation

The FMP&OC, the Chancellor, the Facilities Planning and Development Department, and Lead Construction Counsel all recommend that the Board of Trustees adopt the proposed Amendment for the reasons stated herein above and in the attached proposed Resolution.

**SUBJECT: RESOLUTION AMENDING CURRENT PROJECT LABOR AGREEMENT**

**WHEREAS**, the Board of Trustees of the Los Angeles Community College District (“District”) previously amended the Project Labor Agreement on July 8, 2015, which became effective on August 13, 2015 (“Current Project Labor Agreement”);

**WHEREAS**, the District wishes to further amend the Current Project Labor Agreement to incorporate therein projects funded with Measure CC Bond funds, passed by the voters on November 8, 2016, as set forth herein below;

**WHEREAS**, if the proposed Amendment is acceptable to the District, and adopted per this Resolution, it will become the policy of the District that the construction work covered by the proposed Amendment (Exhibit “A” hereto) shall be contracted exclusively to contractors performing work that agree to be bound by this Amendment and the Current Project Labor Agreement;

**WHEREAS**, the District and Los Angeles/Orange Counties Building and Construction Construction Trades Council (the “Council”), the signatory Craft Councils and Unions (hereinafter together with the Council, collectively referred to as the “Unions”), have had a strong and mutually beneficial relationship under the past and Current Project Labor Agreement;


**WHEREAS**, on February 22, 2017, the Facilities Master Planning and Oversight Committee unanimously approved a Recommendation to pass the proposed Amendment to the Board of Trustees for its consideration and adoption; and

**WHEREAS**, District Staff and Lead Construction Counsel for the Build-LACCD Bond Program recommend adoption of the proposed Amendment (Exhibit “A”);

**THEREFORE, BE IT NOW RESOLVED**, that the District, after due, full and careful consideration of all of the information provided to it by Staff and legal counsel has, for all of the reasons expressed above, hereby:

1. Approve and adopt the proposed Amendment (Exhibit “A” hereto ) and make it a part of the Current Project Labor Agreement; and
2. Authorizes District Staff, specifically the Chancellor and/or the Interim Chief Facilities Executive, to execute and/or have executed all the document(s) necessary to implement same.


**IN WITNESS**, of the passage of the foregoing resolution, as prescribed by law, we, the members of said Board of Trustees, present and voting thereon, have hereunto set our hands this 8<sup>th</sup> day of March 2017.

  
Member, Board of Trustees

  
Member, Board of Trustees

  
Member, Board of Trustees

  
Member, Board of Trustees

  
Member, Board of Trustees

  
Member, Board of Trustees

  
President, Board of Trustees




LOS ANGELES COMMUNITY COLLEGE DISTRICT

**AMENDMENT TO PROJECT LABOR AGREEMENT**

1. This is an Amendment to the prior Amended Project Labor Agreement adopted by the Los Angeles Community College District Board of Trustees on July 8, 2015 and which became effective on August 13, 2015 ("Current Project Labor Agreement"). The purpose of this Amendment is to incorporate projects funded with Measure CC bond funds, passed by the voters on November 8, 2016, into the Current Project Labor Agreement as set forth herein below.
2. The Agreement is entered into by the Los Angeles/Orange Counties Building and Construction Trades Council (the "Council"), the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the "Union" or "Unions"), and those contractors performing work on the projects that are subject to the Current Project Labor Agreement. The foregoing are also sometimes referred to hereinafter individually as a "Party"/"party" and/or collectively as the "Parties"/"parties" to this Amendment.
3. It is understood by the Parties that if this Amendment is acceptable to the Los Angeles Community College District ("District"), and adopted by its governing Board of Trustees, it will become the policy of the District that the construction work covered by this Amendment shall be contracted exclusively to contractors performing work on the projects that agree to be bound by this Amendment and the Current Project Labor Agreement.
4. Article II of the Current Project Labor Agreement is hereby amended to include Measure CC bond funded projects subject to the existing terms, condition and provisions of Article II. All other portions of Article II, and the rest of the Current Project Labor Agreement, shall remain unchanged and in full force and effect.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year first above written:

For the Unions:

  
\_\_\_\_\_  
Ron Miller  
Executive Secretary  
Los Angeles/Orange Counties Building and  
Construction Trades Council



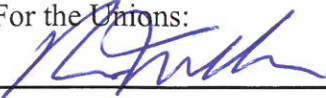
LOS ANGELES COMMUNITY COLLEGE DISTRICT

**AMENDMENT TO PROJECT LABOR AGREEMENT**

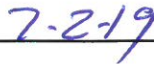
1. This is an Amendment to the current Amended Project Labor Agreement adopted by the Los Angeles Community College District Board of Trustees on or about July 8, 2015 and which became effective on August 13, 2015 (“Current Project Labor Agreement”). The purpose of this Amendment is to incorporate projects awarded through job order contracting pursuant to Public Contract Code sections 20665.20 *et seq.*, into the Current Project Labor Agreement as set forth herein below.
2. The Agreement is entered into by the Los Angeles/Orange Counties Building and Construction Trades Council (the “Council”), the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the “Union” or “Unions”), and those contractors performing work on the projects that are subject to the Current Project Labor Agreement. The foregoing are also sometimes referred to hereinafter individually as a “Party”/”party” and/or collectively as the “Parties”/”parties” to this Amendment.
3. It is understood by the Parties that if this Amendment is acceptable to the Los Angeles Community College District (“District”), and adopted by its governing Board of Trustees, it will become the policy of the District that the construction work covered by this Amendment and awarded through job order contracting shall be contracted exclusively to contractors performing work on the projects that agree to be bound by this Amendment and the Current Project Labor Agreement.
4. Section 1 of Article II of the Current Project Labor Agreement is hereby amended to include all projects of any value awarded through job order contracting subject to the existing terms, conditions and provisions of Article II. All other portions of Article II, and the rest of the Current Project Labor Agreement, shall remain unchanged and in full force and effect.

In witness whereof, the parties have caused this Agreement to be executed and effective as of the day and year written below:

For the Unions:



Dated



Ron Miller  
Executive Secretary  
Los Angeles/Orange Counties Building and  
Construction Trades Council

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

- Asbestos Heat & Frost Insulators (Local 5)
- Boilermakers (Local 92)
- Bricklayers & Allied Craftworkers (Local 4)
- Cement Masons (Local 500)
- Cement Masons (Local 600)
- District Council of Laborers
- Electricians (Local 11)
- Elevator Constructors (Local 18)
- Gunitite Workers (Local 345)
- Iron Workers (Reinforced – Local 416)
- Iron Workers (Structural – Local 433)
- Laborers (Local 300)
- Laborers (Local 1184)
- Laborers (Local 1309)
- Operating Engineers (Local 12)
- Operating Engineers (Local 12)
- Operating Engineers (Local 12)
- Painters & Allied Trades DC 36
- Pipe Trades (Local 250)
- Pipe Trades (Local 345)
- Pipe Trades (Plumbers Local 78)
- Pipe Trades (Plumbers Local 398)
- Pipe Trades (Sprinkler Fitters Local 709)
- Pipe Trades (Plumbers Local 761)

*[Handwritten signatures in blue ink on lined paper]*  
Oscar Navila AR  
Wad Yooz  
Joel Barton EGB 5/1/19  
Ed [unclear]  
Richard Brown  
Dennis [unclear]  
Ronald [unclear]  
Ronald [unclear]  
Mark [unclear]  
Glenn Santa Cruz G.I.  
John [unclear]  
Afusio [unclear]

Plasterers (Local 200)

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Southwest Regional Council of Carpenters

*[Handwritten signature]* 4/23/19

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

**2020 AMENDMENT TO  
LOS ANGELES COMMUNITY COLLEGE DISTRICT  
AMENDED PROJECT LABOR AGREEMENT**

Los Angeles Community College District (“District”) and the Los Angeles/Orange Counties Building and Constructions Trades Council (“Council”) on behalf of itself and on behalf of the Unions, hereby agree to amend their Amended Project Labor Agreement (“PLA”) as follows:

1. Footnote 1 on the cover page of the PLA is deleted in its entirety and is replaced by the following:

An amendment to the provisions of the PLA (Article III Union Representation and Employment, Section 3) was incorporated on April 7, 2008. The inclusion of Measure J to the PLA was adopted by the Board on February 25, 2009. Further amendments, including (1) the inclusion of certain non-bonded General Construction, Renovation and Rehabilitation projects to the PLA, were made and adopted by the Board on July 8, 2015 and which became effective on August 13, 2015, (2) the inclusion of certain projects funded with Measure CC bond funds, passed by the voters on November 8, 2016, (3) the inclusion of job order contracts pursuant to Public Contract Code sections 20665.20 *et seq.* and (4) the inclusion of Best Value procurement.

2. All references to “AECOM” as the District’s Program Manager are hereby deleted in their entirety and replaced by “Jacobs Project Management Co.” as the District’s new Program Manager.

3. Add, under the DEFINITIONS section:

The terms “Skilled and Trained Workforce” as used in this Agreement means a skilled and trained workforce as defined in California Public Contract Code section 2601(d).

4. Article II, the Introductory Paragraph and Section 1(a) are hereby revised as follows:

**ARTICLE II**

**SCOPE OF AGREEMENT**

This Agreement shall apply, and is limited to, all construction, reconstruction, rehabilitation, and renovation that is part of the District’s Bond Program (i.e., Propositions A and AA, Measures J and CC), certain non-bonded General Construction, Renovation and Rehabilitation projects (adopted by the Board on July 8, 2015), Job Order Contracts, projects delivered thru Best Value procurement and to all non-bonded construction, reconstruction, rehabilitation, and renovation, as defined more specifically herein below and shall be referred to as “Project Work”.

**Section 1.** Project Work subject to the terms of this Agreement shall be:

(a) All construction, renovation, reconstruction, or rehabilitation work as follows:

(i) General building or general engineering construction contracts (i.e., contracts awarded to "A" or "B" licensees) that are funded with at least \$225,000.00 of Propositions A, and AA, and Measures J and CC, certain non-bonded General Construction, Renovation and Rehabilitation projects (adopted by the Board on July 8, 2015), Job Order Contracts, and projects delivered thru Best Value procurement, or District general funds; or

(ii) Specialty construction contracts (i.e., contracts awarded to "C" licensees) that are funded with at least \$25,000.00 of Propositions A, and AA, and Measures J and CC, certain non-bonded General Construction, Renovation and Rehabilitation projects (adopted by the Board on July 8, 2015), Job Order Contracts, and projects delivered thru Best Value procurement or District general funds; and

(iii) All subcontracts flowing from such General and Specialty contracts; and

(iv) Public Private Partnership projects in which the District is a partner;  
and

(v) Housing projects built on District owned or leased property; and

(vi) best value procurement as set forth under California State law.

5. All references to the term “Disadvantaged Workers” are hereby deleted in their entirety and replaced with the term “Transitional Workers.”

6. All references to the terms “Journeyman” and “Journeymen” are deleted in their entirety and replaced with the terms “Journeyperson” and “Journeypersons”.

7. **Article III, Section 3(c)(ii)** is deleted in its entirety and replaced as follows:

In order to support the development of increased numbers of skilled construction workers from among those groups identified above and residents of the Project communities and to meet the needs of the Project Work as described above, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of qualified area residents, as well as Veterans, regardless of their place of residence, to fulfill the requirements of the Contractors. In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas (“Area Residents”), as well as Veterans, graduates from Los Angeles Trade Technical College’s Construction, Maintenance & Utilities (CMU) and District Multi-Craft Core Curriculum (MC3) students who have successfully completed and received a CMU Associates Degree, CMU completion certificate or MC3 completion certificate, regardless of where they reside. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and

utilization of qualified workers: First, (Tier 1) Area Residents residing from within each campus' specified zip codes, as set forth in the specified Craft Employee Request Form for each specific campus location, Attachment 5,” as well as Veterans, graduates from Los Angeles Trade Technical College’s Construction, Maintenance & Utilities (CMU) and District Multi-Craft Core Curriculum (MC3) students who have successfully completed and received a CMU Associates Degree, CMU completion certificate or MC3 completion certificate, regardless of where they reside; Second, (Tier 2) if the Unions cannot provide the Contractors in the attainment of a sufficient number of Area Residents from Tier 1, the Unions will then exert their best efforts to recruit and identify for referral qualified Local Residents from within any zip code listed in Attachment 6. If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from Tier 1 and Tier 2, the Unions will then exert their best efforts to then recruit and identify for referral qualified workers residing within Los Angeles or Orange County.

Qualified workers residing within the first and second tier areas as described above, as well as Veterans, graduates from Los Angeles Trade Technical College’s Construction, Maintenance & Utilities (CMU) and District Multi-Craft Core Curriculum (MC3) students who have successfully completed and received a CMU Associates Degree, CMU completion certificate or MC3 completion certificate, regardless of where they reside, shall be referred to as “Local Residents.”

**8. Article III Section 3. (e)** is deleted in its entirety and replaced as follows:

- (e) A Contractor’s core work force is comprised of those employees:
  - (i) whose names appeared on the contractor's active payroll for fifty (50) of the one hundred (100) days immediately before award of Project Work to the Contractor;
  - (ii) who possess any license required by state or federal law for the Project Work to be performed;
  - (iii) who have the ability to safely perform the basic functions of the applicable trade;
  - (iv) who have worked at least two thousand (2,000) hours in the applicable trade or craft in which they are employed; and
  - (iv) who reside within Los Angeles and/or Orange Counties.

**9. Article III Section 7** is deleted in its entirety and replaced as follows:

All Contractors shall use a skilled and trained workforce, as defined in the DEFINITIONS section, in the performance of all Project Work.

**10. Article V Section 1. (a)** is deleted in its entirety and replaced as follows:



The Contractor, District, Program Manager, Project Manager(s) and Construction Manager(s) have the sole and exclusive right and authority to oversee and manage operations including construction on Project Work without any limitation unless expressly so stated by a specific provision of this Agreement or a Schedule A Agreement, as defined in the DEFINITIONS section. In addition, the Contractor retains the full and exclusive authority for the management of its operations, including in particular, construction of the Project Work. Except as expressly limited by other provisions of this Agreement, the Contractor retains the right to direct the workforce, including, but not limited to, the hiring, promotion, transfer, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction.

**11. Article XI, Section 4** is deleted in its entirety and replaced as follows:

(a) In recognition of the District's desire to have District trained students employed on its projects, a sub-committee of the Labor-Management Committee established pursuant to Article XVII shall hereby be established. The sub-committee shall be jointly chaired by a designee of the Program Manager and a designee of the Council. The co-chairs shall facilitate a meeting not less than once a year, or for such additional meetings as they may mutually agree upon, and invite each signatory craft's Joint Labor Management Apprenticeship Representative, signatory craft local Union Representative and representatives of Trade Technical College ("Trade Tech") to review and assess the ongoing status of work in the region and the availability of out of work Journeypersons and Apprentices from the Local Unions and to review the pool of qualified student graduates from Trade Tech and additional LACCD apprenticeship readiness programs using the MC3 curriculum and to facilitate a good faith effort of placement of these students into joint labor management apprenticeship programs of Local Unions signatory to this agreement when possible.

(b) The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Tier 1 and Tier 2 Area Residents, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

(i) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Tier 1 and Tier 2 Area Residents as journeypersons, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

(ii) Assist Tier 1 and Tier 2 Area Residents in contacting Los Angeles Trade Technical College's Construction, Maintenance & Utilities (CMU) program and other LACCD apprenticeship readiness programs that utilize the Building Trades Multi-Craft Core Curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist such Area Residents who are seeking Union jobs on the Project and Union membership in assessing their LACCD-based education, training and additional work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained in the classroom and working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Tier 1 and Tier 2 Area Residents for work on this Project; and

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

**11. Article XIX Section 1.** is deleted in its entirety and replaced as follows:

Duration. This Amendment to the existing Project Labor Agreement shall be effective from the date the Board approves this Amendment and shall continue in full force and effect for a period of ten (10) years, or until all Project Work to be performed under this Agreement, as amended hereby, has been completed. 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. This Agreement may be extended by mutual consent of the District's Board of Trustees and the Unions, reduced to writing amending this Agreement.

**12. Attachment 2,** Letter of Assent, is deleted in its entirety and replaced as follows, below:

**ATTACHMENT 2— Letter of Assent**

[To be signed before starting work by all Contractors and Subcontractors awarded Project Work subject to the Amended Project Labor Agreement.]

[Contractor Letterhead]

Program Manager  
c/o The Los Angeles Community College District  
Chief Facilities Executive  
777 Wilshire Boulevard  
6<sup>th</sup> Floor  
Los Angeles, CA 90017

Attn: PLA & Labor Compliance Department

Re: LACCD Amended Project Labor Agreement - Letter of Assent

Dear Program Manager:

This is to confirm that [insert Name of Company] agrees to be party to and bound by The Los Angeles Community College District Project Labor Agreement (“Agreement”) referenced above, as effective December 19, 2001 and all Amendments thereto. Such obligation to be a party to, and bound by, the Agreement shall extend to all work covered by the Agreement undertaken by the Company on Project Work (as that term is defined in the Agreement) regarding and/or pursuant to [insert Contract No. or identifying description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing an identical Letter of Assent.

Sincerely,

[Name of Construction Company]

By: \_\_\_\_\_

Contractor’s State License No.: \_\_\_\_\_

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

[Copies of this Letter will be available for inspection or copying on request of the Union].

**13. Attachment 7**, LACCD's Drug and Alcohol Testing Policy, is deleted in its entirety and replaced as follows, below:

## LOS ANGELES COMMUNITY COLLEGE DISTRICT'S DRUG AND ALCOHOL TESTING POLICY

*The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the 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 PLA. 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 PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of 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 PLA.

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

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

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

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

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs 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 <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml <sup>3</sup>	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

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

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

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

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

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

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

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

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

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

It is hereby agreed between the parties hereto that 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.

14. Except as expressly amended by this Amendment, the PLA remains in full force and effect as last executed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the date signed below by all Parties.

LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION  
TRADES COUNCIL

Dated: Jul 2, 2020

BY:   
Ron Miller (Jul 2, 2020 13:40 PDT)

LOS ANGELES COMMUNITY  
COLLEGE DISTRICT

Dated: Jul 2, 2020

BY:   
Rueben S. [unclear] (Jul 2, 2020 23:24 PDT)









# 2020 PLA amendment\_Final\_w sign blocks\_E-Sign

Final Audit Report

2020-07-03

Created:	2020-07-02
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