

LOS ANGELES COMMUNITY COLLEGE DISTRICT

PROPOSITION A, AA & MEASURE J FACILITIES

PROJECT LABOR AGREEMENT

Effective Date: December 19, 2001¹

¹ 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 Carpenters Union signature was adopted pursuant to Board action on January 12, 2011.

TABLE OF CONTENTS

ARTICLE I	PURPOSE.....	2
ARTICLE II	SCOPE OF AGREEMENT	3
ARTICLE III	UNION RECOGNITION AND EMPLOYMENT	6
ARTICLE IV	UNION REPRESENTATION AND STEWARDS	9
ARTICLE V	MANAGEMENT'S RIGHTS	10
ARTICLE VI	WORK STOPPAGES AND LOCKOUTS	12
ARTICLE VII	DISPUTES AND GRIEVANCES	14
ARTICLE VIII	WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES.....	16
ARTICLE IX	WAGES AND BENEFITS	16
ARTICLE X	HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAY	18
ARTICLE XI	APPRENTICES	20
ARTICLE XII	SECURITY, SAFETY, PROTECTION OF PERSON AND PROPERTY	21
ARTICLE XIII	NON-DISCRIMINATION	22
ARTICLE XIV	TRAVEL AND SUBSISTENCE.....	22
ARTICLE XV	WORKING CONDITIONS.....	23
ARTICLE XVI	PRE-JOB CONFERENCES	23
ARTICLE XVII	LABOR/MANAGEMENT COOPERATION.....	23
ARTICLE XVIII	SAVINGS AND SEPARABILITY	24
ARTICLE XIX	DURATION OF THE AGREEMENT	25
SIGNATURES	26
ATTACHMENT 1 - LETTER OF ASSENT.....		31
ATTACHMENT 2 CAMPUS COMMUNITY ZIP CODES		32
ATTACHMENT 3 STATEMENT OF POLICY FOR CONSTRUCTION CONTRACTING FOR PROPOSITION A, AA & MEASURE J FACILITIES.....		35

LOS ANGELES COMMUNITY COLLEGE DISTRICT

PROPOSITION A, AA and MEASURE J FACILITIES

PROJECT LABOR AGREEMENT

This Project Labor Agreement (hereinafter, the "Agreement") is entered into this ___ day of _____, 2001, by and between _____, its successors or assigns, and such other contractors and subcontractors of whatever tier directly executing this Agreement or the Letter of Assent (Attachment A), (hereinafter collectively (including [_____]), the "Contractor" or "Contractors") and The Building and Construction Trades Council of Los Angeles – Orange County (hereinafter "Council"), and the signatory craft unions (hereinafter, collectively the "Union" or "Unions"), with respect to the construction work within the scope of this Agreement owned by the Los Angeles Community College District (hereinafter, the "District") and financed by funds authorized pursuant to Proposition A, AA and Measure J and designated for the renovation, rehabilitation, development and expansion of the nine (9) colleges comprising the Los Angeles Community College System.

It is understood by the parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement. Therefore, the Unions agree that other contractors may execute and become bound to the Agreement for purposes of covering such work.

It is further understood that DMJM/JGM (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 DMJM/JGM is of limited duration, not necessarily for the length of the Project, and that should an extended Contract not be awarded to DMJM/JGM, a new Program Manager will be designated by the District and such Program Manager will undertake the obligations, responsibilities and authority of DMJM/JGM 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 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 Project work who agrees to become bound hereto, 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 on the District's Proposition A, AA and Measure J work specifically covered by this Agreement (hereinafter "project work").

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.

ARTICLE I

PURPOSE

The Project 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 at-risk, and increase business opportunities for all qualified local businesses within the District, including small, emerging, women-owned, minority-owned, 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 the Project, to provide the opportunities envisioned by the District for the residents and businesses in the District to participate in the Project, 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 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 must be undertaken in a spirit of labor harmony, peace and stability, with the utilization of unskilled and skilled labor under fair and safe working conditions, without disruption or disputes.

In recognition of these special needs of the Project 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.

ARTICLE II

SCOPE OF AGREEMENT

This Agreement shall apply and is limited to all construction as generally described in Section 1 of this Article performed by those Contractor(s) of whatever tier that have contracts awarded for such work on or after the effective date of this Agreement, with regard to the construction, reconstruction, rehabilitation, renovation or any other construction-related activity necessary to the development of the facilities which, jointly, constitute the "Bond Program." Specific buildings or facilities which are constructed, reconstructed or renovated as part of the Proposition A, AA & Measure J Bond Program shall be referred to as "Projects."

Section 1. Projects subject to the terms of this Agreement shall be those for:

- (a) All construction, renovation, 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 of Proposition A , Proposition AA or Measure J funds; or
 - (ii) Specialty construction contracts (i.e., contracts awarded to "C" licensees) that are funded with at least \$25,000 of Proposition A , Proposition AA funds or Measure J; and

Together with all subcontracts flowing from such contracts.

(b) 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 under this Agreement which are not

(c) 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 modification or Agreement.

Section 2. 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 the Project or 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 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 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 this Project;

(i) All work by employees of the District or its contractors involving general maintenance, emergency repair, 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 on this Project 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 comply with this Project Labor Agreement, should such contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors, of whatever tier, 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 the execution of the Agreement or of the Letter of Assent, as set forth in Attachment 1 hereto, prior to the commencement of work. A copy of the Agreement or Letter of Assent as executed by all contractors and subcontractors shall be provided to the Council.

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. 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.

(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 is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand his obligation to make contributions pursuant thereto).

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 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 the construction site. 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.

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 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 Contractor recognizes the Union as the sole and exclusive bargaining representative of all employees working on the Project within the scope of this Agreement.

Section 2. The Contractor 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 Contractor 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 Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a 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 meet 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 Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated.

(c)(i) In recognition of the District's mission to serve 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 Community Economic Development Program a goal of 30% of all skilled trade positions (including 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 that the District has further established a goal that 20% of such local resident hires shall include at-risk persons qualified for Project work and referred to the Unions from a program to be coordinated by and with the Program Manager. Attachment II 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, including at-risk individuals.

(c)(ii) In order to support the development of increased numbers of skilled construction workers from among the disadvantaged, at-risk and residents of the Project communities and to meet the needs of this Project as described above, the contractors agree to request and the unions agree to refer qualified District residents and at-risk and/or disadvantaged individuals to meet the goals described in (c)(i) above, from within each campus' specified zip codes as journeymen, apprentices and trainees on this Project, and/or into such apprenticeship and training programs as may be operated by or with the agreement of the Unions. Should the hiring hall not be able to meet such request(s) from a contractor for one or more individuals to meet the goals described in (c)(i) above from within the zip codes of the specified campus, the referrals shall be made, if the individual(s) are available, from within any zip code listed in Attachment 2.

(c)(iii) All parties agree to cooperate fully in the District's Community Economic Development Program. 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 the Project 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, women, minority, disabled veteran, or other business enterprises.

(c)(iv) The District will monitor the Contractor(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 the contractor is signatory,

(i) A specialty or sub-contractor 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, an employer 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.

(ii) A general contractor may first employ his core workforce prior to utilizing the referral procedures.

(iii) The core work force is comprised of those employees:

- a. whose names appeared on the contractor's active payroll for fifty of the one hundred days before award of Project Work to the contractor;
- b. who possess any license required by state or federal law for the Project Work to be performed;
- c. who have the ability to safely perform the basic functions of the applicable trade; and
- d. who reside within any of the following counties: Los Angeles, San Bernardino, Riverside, Orange, Ventura, Kern.

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

Section 4. In the event that a Union is unable to fill any requisition for one or more employees meeting a specific category (such as community resident) 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.

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 the Project; 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 (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 the Project 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.

ARTICLE IV

UNION REPRESENTATION AND STEWARDS

Section 1. Authorized representatives of the Union shall have access to the Project, 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 of the Project. It is understood that because of the operational needs of the District and the limited amount of space at certain Project sites, visitors may be limited to certain times or areas, or to being accompanied

at all times while on the Project site; nevertheless, the Contractor 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, subcontractors, 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 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, the District, the 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. 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 affects 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 As, 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, 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 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 Contractor 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, including the District, which the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, 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 [**IMPARTIAL ARBITRATOR**], selected by the negotiating parties, whom the parties agree shall be the permanent arbitrator under this procedure. In the event that the permanent arbitrator is unavailable 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. 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 6. 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 Los Angeles-Orange County Building and Construction Trades Council, AFL-CIO, shall each assign a representative to this Project for the purpose of assisting the local Unions, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without interruption, delays and work stoppages.

(b) The Program Manager, the Contractors, Unions, and employees collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, 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 stating the provision(s) alleged to have been violated. A business representative of the Local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to 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 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, 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 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 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 between or among Building and Construction Trades Unions and employees, parties to this Agreement 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 Contractors and Unions, parties to this Agreement.

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 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 a wage increase negotiated in a local agreement becomes the prevailing wage under state law, the Contractor will pay that rate as of the effective date of the new prevailing rate. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement.

Section 2. Contractor 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 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 on this Project; 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.

The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds for his employees. The Contractor authorizes the parties to such Trust Funds to appoint Trustees and successor Trustees to administer the Trust Funds and hereby ratifies and accepts the Trustees so appointed as if made by the Contractor.

Each Contractor and subcontractor 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 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 and Subcontractors 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.

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 California prevailing wage law.

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 site available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or 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 at-risk, and promote their participation in the construction industry. To these ends, the parties will facilitate and encourage local residents, the disadvantaged and at-risk to commence and progress in apprenticeship and training 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 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 the Project. 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.

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 apprenticeship committees 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 Apprenticeship Committee and representatives of Los Angeles Trade Tech Community College to establish appropriate criteria for recognition by such Joint Apprenticeship Committees of educational and work experience possessed by students and/or graduates of Los Angeles Trade Tech towards qualifying for advanced levels in the apprenticeship programs under the direction of such Joint Apprenticeship Committees. In particular, the parties agree to use their best efforts to establish and expand a program under which the Joint 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 apprenticeship programs and work of the Project under this Agreement, and will cooperate fully in encouraging the establishment of such recognition by the Joint 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 Program Manager may establish and implement, after negotiation with the Union, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random, and post-accident testing, to the extent permitted by Federal and state law. Should the Program Manager approve, an established program to which signatory unions are currently a party may become the Project-wide substance abuse testing program, after consultation with the Unions. Until there is such a Project-side substance abuse testing procedure negotiated and/or otherwise adopted by the Program Manager, such substance abuse testing procedures as are contained in the Schedule A's shall be applicable to work on the Project, pursuant to their terms.

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. Should the District institute an Owner Controlled Insurance Program (OCIP), and further, as part of that Program, request that medical care delivery and/or ADR programs be instituted under this Agreement pursuant to Section 3201.5 of the Labor Code, the Council parties to this Agreement will meet with the Program Manager and negotiate in good faith the appropriate concepts for such provisions and develop for approval by all parties the details of such program for implementation on the project.

ARTICLE XIII

NON-DISCRIMINATION

Section 1. The Contractor and Union agree that they will not discriminate against any employee or applicant for employment because of race, sex, creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition, marital status, ancestry, 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 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 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 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 the work sites under the Project, 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. Parking reimbursement procedures established under applicable Schedule A's shall apply to this Project. 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 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 sites by the Contractor 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 signatory 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 the Project, and similar issues affecting the overall Project, 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, at-risk or disadvantaged individuals 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 Contractor or Union 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 Contractor and Union 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 the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on the Project, 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 Project Labor Agreement shall be effective on December 19, 2001, and shall continue in full force and effect until all work under Article II of the Agreement has been completed. This Agreement may be extended by mutual consent of the District and the Unions for any further construction program initiated pursuant to the receipt of revenues under Proposition A, AA and Measure J.

Section 2. (a) Turnover. Construction of any phase, portion, section or segment of the Project shall be deemed complete when such phase, portion, section or segments 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 the Project 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 contractor 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 contractor 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 Contractor agrees and consents 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 the Project 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 the Project 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 this Project 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 Contractors:

Company:

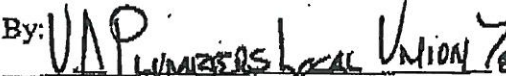
Title:

For the Affiliated District Councils and/or
Locals:

For the Unions:



Executive Secretary
Los Angeles - Orange County Building
and Construction Trades Council

By: 
UAP Plumbers Local Union 7

<u>Rough Williams</u>	By: <u>Ironworkers L.H. #433</u>
<u>Walter Hyde (M)</u>	By: <u>IBEW #11</u>
<u>Jim Watts</u>	By: <u>Wharton Workmen 5</u>
<u>Paul Cassin</u>	By: <u>Beckley Local #4</u>
<u>Samuel J</u>	By: <u>Laborer Local #802</u>
<u>Ed Boyd</u>	By: <u>J.R. Webb : Iron #18</u>
<u>Edward Marquez</u>	By: <u>Bailermakers #92</u>
<u>George Vasquez</u>	By: <u>Steamfitters #250</u>
<u>Jeff Highman</u>	By: <u>Cement Masons Lo. 500</u>
<u>Melvin Hunt</u>	By: <u>SPRINKLER FITTER 709</u>
<u>B Keith Smith</u>	By: <u>IRONWORKERS #416</u>
<u>Gene Brown</u>	By: <u>Teamsters #786</u>
<u>W Va</u>	By: <u>Plasterers Local #200</u>
<u>Robert Jahn</u>	By: <u>Cement Masons 600</u>

[LACCD PLA
Signatures, continued]

Beverly Perez

By: Landscape Irrigation 345

[Signature]

By: Granite Local 345

[Signature]

By: I.O.E. #12

Robert H. Brown

By: I.O.E. Local #12

Steve A. Dill

By: " " "

James Olson

By: SMWIA LOCAL #105

Mike Aye

By: Plumbers 761

[Signature]

By: Teamsters 848

Michael Ziegler

By: AWA LOCAL 36

Larry Cook

By: PAT DC 36

Eric Brown

By: Electric Contractors

Joseph Masion

By: Lawrence's Local #300

Rag E. LeVangier

By: Plumbers 398

By: _____

[LACCD PLA
Signatures, continued]

For the Southern California District Council
of Carpenters:

Daniel L. Macdonald

By: [Signature]

Attachment 2 – 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>	

ATTACHMENT 3

STATEMENT OF POLICY FOR CONSTRUCTION CONTRACTING FOR PROPOSITION A/AA & MEASURE J FACILITIES

The Board of the Los Angeles Community College District, by its agreement with and adoption of the Los Angeles Community College District Proposition A/AA and Measure J Facilities Project Labor Agreement (the "Agreement") as the labor relations policy to be incorporated into the Proposition A/AA and Measure J construction, renovation and rehabilitation Program, has expressed its intent that the contracting process to implement the Program be instituted in such a way as to maximize coverage of Proposition A/AA and Measure J funded work by the Agreement. Specifically, this is to be accomplished through a Contracting Policy which acknowledges and incorporates the fact that Proposition A/AA and Measure J funds are not meant to be, nor should they 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 Agreement's coverage thresholds.

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 campuses, 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 District's Executive Director, Facilities Planning and Development, and the Program Director for DMJM/JGM (the Program Manager) to assure that economies of contracting scale and administration are encouraged and the maximum value of the Agreement 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 Agreement is an important and integral part of the Proposition A/AA and Measure J Facilities 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

Dr. Marshall (Mark) Drummond
Chancellor

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