

PROJECT LABOR AGREEMENT  
BY AND BETWEEN  
THE BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY  
AND  
LOS ANGELES/ORANGE COUNTIES  
BUILDINGS AND CONSTRUCTION TRADES COUNCIL  
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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### **EXHIBIT 1 – PROJECT DESCRIPTION**

ATTACHMENT A – LETTER OF ASSENT

ATTACHMENT B – AREA RESIDENT ZIP CODES

ATTACHMENT C – CRAFT REQUEST FORM

ATTACHMENT D – DRUG AND ALCOHOL TESTING POLICY

## BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY PROJECT LABOR AGREEMENT

This Project Labor Agreement ("Agreement") is entered into effective as of August 15, 2016, by and between the Burbank-Glendale-Pasadena Airport Authority ("Authority"), the Los Angeles/Orange Counties Building and Construction Trades Council ("Trades Council"), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures to be used during the demolition, rehabilitation, replacement and construction of the Bob Hope Airport Replacement Terminal Project, for the Authority, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors, as more fully described below. The Authority, Trades Council and Unions are hereinafter referred to herein as "Party" or "Parties."

It is understood by the Parties that for the duration of this Agreement, it shall be the policy of the Authority for all Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as Attachment A), and to require each of its subcontractors, of whatever tier, to become so bound. The Authority shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the Authority.

It is further understood that the Authority shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents surrounding the geographic area of the Authority. The Authority shall therefore designate a "PLA Administrator," either from its own staff or an independent contractor, to serve as the Authority's liaison for Contractors and other persons; to monitor compliance with this Agreement; to assist, as the authorized representative of the Authority, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the purposes of the Parties and this Agreement; and to otherwise administer this Agreement.

### ARTICLE 1 DEFINITIONS

Section 1.1 "Airport Manager" means TBI Airport Management, Inc., or any successor firm contracted by the Authority to manage the Bob Hope Airport.

Section 1.2 "Agreement" or "PLA" means this Project Labor Agreement.

Section 1.3 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.4 "Area Resident" means a Tier 1 Area Resident and a Tier 2 Area Resident, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment "B".

Section 1.5 “Authority” means the Burbank-Glendale-Pasadena Airport Authority, a joint powers authority operated under the provisions of California Government Code section 6546.1.

Section 1.6 “Construction Contract” or “Construction Contracts” means any public works or improvement contract entered into by the Authority that is/are necessary to complete the Project Work, as well as subcontracts at any tier.

Section 1.7 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the Authority or any of its contractors or any of the Authority’s or contractor’s subcontractors of any tier.

Section 1.8 “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.

Section 1.9 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.10 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the Authority before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as Attachment A.

Section 1.11 “Master Labor Agreements” or “MLAs” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement, as such may be changed from time-to-time.

Section 1.12 “Project” means the proposed Replacement Passenger Terminal Project, as described in Exhibit A.

Section 1.13 “Project Work” means the demolition, rehabilitation, replacement and construction work necessary to complete the Project, to be performed pursuant to a Construction Contract entered into by the Authority.

Section 1.14 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the MLA.

Section 1.15 “Tier 1 Area Resident” means a resident of the cities of Burbank, Glendale and Pasadena, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B” and identified as Tier 1 Area Resident Zip Codes.

Section 1.16 “Tier 2 Area Resident” means a resident of the portions of the City of Los Angeles in the vicinity of the Airport, specifically residents of the U.S. Postal Service zip codes on the list attached hereto as Attachment “B” and identified as Tier 2 Area Resident Zip Codes.

## **ARTICLE 2**

### **SCOPE OF THE AGREEMENT**

Section 2.1 General. This Agreement shall apply and is limited to all of the Authority's Project Work, performed by those Contractor(s) of whatever tier that have contracts awarded for such work.

Section 2.2 Project Modifications. It is understood by the Parties that the Authority may at any time, and at its sole discretion, determine to build additional buildings, facilities, roads and other projects under this Agreement which are not currently proposed to be covered under this Agreement, or to modify or not to build any one or more particular segments proposed to be covered.

Section 2.3 Applicability. The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis.

Section 2.4 Exclusions. Items specifically excluded from the scope of this Agreement include the following:

2.4.1. Any Project Work performed pursuant to a Construction Contract with a total contract price of \$125,000 or less. For purposes of this Section 2.4.1, the determination of total contract price shall exclude the amount of any reimbursable expenses.

2.4.2. Work of non-manual employees, including superintendents; teachers; supervisors (except those covered by a MLA above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.4.3. Equipment and machinery owned or controlled and operated by the Authority or Airport Manager;

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

2.4.5. All work performed by Authority employees, Airport Manager employees, tenant employees, the PLA Administrator, design teams (including architects, engineers and master planners), or any other consultants for the Authority (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. Notwithstanding the preceding sentence, it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under this PLA. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft, and includes such work where it is referred to by utilization of such terms as "quality control" or "quality assurance";

2.4.6. Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their contractors; or by public utilities or their contractors; and/or by adjacent third party landowners; and/or by the Authority or its contractors (for work which is not within the scope of this Agreement);

2.4.7. All off-site maintenance of leased equipment and on-site supervision of such maintenance work;

2.4.8. Work by employees of a manufacturer or vendor, or contractor designated by a manufacturer or vendor, necessary to maintain such manufacturer's or vendor's warranties or guaranty, as provided in Section 9.4.1;

2.4.9. Non-construction support services contracted by the Authority, Authority consultants, the PLA Administrator, or Contractor in connection with a Project;

2.4.10. Laboratory work for testing;

2.4.11. All work by employees of the Authority or its contractors or tenants involving general maintenance and/or repair and/or janitorial work;

2.4.12. All transportation of goods and materials to and from the Project site. Except in those instances where it is necessary to setup a work area adjacent to the Project site, then the transportation of goods and materials from that ancillary site to the Project site will be covered under this PLA.

## Section 2.5 Awarding of Contracts.

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

2.5.2. 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 be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to such subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the PLA Administrator and to the Trades Council.

## Section 2.6 Coverage Exception.

2.6.1. This Agreement shall not apply if the Authority receives funding or financial assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or financial assistance, at the time of the awarding of the contract, is that the Authority not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations. The Authority agrees that it will make every reasonable effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

2.6.2. In case of conflict other than those stated in Section 2.6.1, where particular provisions of this Agreement would be prohibited by Federal or State law, or where the application of this Agreement would violate or be inconsistent with the terms, conditions or contingencies of a grant or a contract with an agency of the United States or the State of California or other public entity, then the PLA Administrator shall adapt requirements of this Agreement into a set of contract provisions that advance the purposes of this Agreement to the maximum extent feasible without conflicting with Federal or State law or with terms, conditions or contingencies of the State or Federal or public entity grant or contract in question. The Authority shall include that set of contract provisions in the public works or improvement contract with regard to portions of the Project for which this Agreement would conflict with Federal or State requirements.

## Section 2.7 Master Labor Agreements.

2.7.1. The provisions of this Agreement, including the MLAs of the signatory Unions having jurisdiction over the work on the Project 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 agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

2.7.2. It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, the Contractor will not be obligated to sign any other local, area or national

collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the applicable Participation or Subscription Agreement, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.8 Workers' Compensation Carve-out. The Parties recognize the potential which the Project Work may provide for the implementation of a cost effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5. Should the Authority request, the Union parties agree to meet and negotiate in good faith with representatives of the Authority for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.9 Binding Signatories Only. This 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 not performing Project Work.

Section 2.10 Other Authority Work. This Agreement shall be limited to Project Work within the scope of this Agreement as referenced in Section 2.1 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, including but not limited to work in and around a Project site.

Section 2.11 Separate Liability. It is understood that the liability of the Contractor(s) 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 Authority or PLA Administrator and/or any Contractor.

Section 2.12 Completed Project Work. As areas of covered work are accepted by the Authority, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Authority or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the Authority.

Section 2.13 Project Support. The Unions and Trades Council acknowledge their support for the Project. The Unions and Trades Council shall not take any action, written or otherwise, in opposition to the Project.



### **ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition. The Contractor recognizes the Trades Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. The Contractor further recognizes that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, such Contractor shall follow the procedures outlined in Section 3.7 below.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures.

3.3.1. For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination.

3.3.2. The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the PLA Administrator and others designated by the Authority, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the area surrounding the Authority, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the Authority.

3.3.3. The Unions shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractor agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability. Further, it is recognized that the Authority has certain policies, programs,

and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be deemed appropriate by the Parties to ensure full compliance with the spirit and letter of the Authority's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

### Section 3.5 Employment of Area Residents and Veterans.

3.5.1. In recognition of the fact that the communities surrounding the Project will be impacted by the construction of the Project Work, the Parties agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Area Residents for Project Work. The Parties hereby establish a goal that thirty percent (30%) of all construction labor hours worked on the Project shall be performed by Area Residents, as defined herein. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified Area Residents. Towards that end, the Unions shall, first, exert their best efforts to encourage and provide referrals and utilization of qualified Tier 1 Area Residents dispatched by the Unions. If the Unions cannot provide the Contractors a sufficient number of qualified Tier 1 Area Residents, the Unions shall then exert their best efforts to recruit and identify for referral Tier 2 Area Residents. For purposes of this Section 3.5.1, Eligible Veterans shall be counted as Area Residents. An Eligible Veteran that is also an Area Resident shall be counted as the equivalent of two Area Residents.

3.5.2. The Contractor will be required to utilize the Employee Craft Request Form whenever requesting the referral of any employee from a Union, a sample of which is attached as Attachment C. The Unions will refer qualified Area Residents regardless of their place on the Unions' hiring halls' list and normal referral procedures, until the goal specified in Section 3.5.1 has been achieved.

### Section 3.6 Helmets to Hardhats.

3.6.1. The Parties 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. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

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

### Section 3.7 Core Employees.

3.7.1. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, the Contractor may employ, as needed, first, a member of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to a Contractor which is not directly signatory to a current MLA and this provision is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, the Contractor shall require its 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 on Project Work.

3.7.2. The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; and who have the ability to safely perform the basic functions of the applicable trade.

3.7.3. Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its core employees to the PLA Administrator and the Trades Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide reasonably satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, or other reasonably acceptable documentation) evidencing the core employee's qualification as a core employee to the PLA Administrator and the Trades Council.

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

Section 3.9 Lack of Referral Procedure. If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractor shall give the Union equal opportunity to refer applicants. The Contractor shall notify the Union of employees so hired, as set forth in Section 3.8.

Section 3.10 Union Membership. No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable MLA 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 and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

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

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

Section 3.13 Out of State Workers. In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

#### **ARTICLE 4 UNION ACCESS AND STEWARDS**

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

Section 4.2 Stewards.

4.2.1. Each signatory Union shall have the right to dispatch a 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 stewards. Stewards will receive the regular rate of pay for their respective crafts.

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

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

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

Section 4.3 Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

## **ARTICLE 5 WAGES AND BENEFITS**

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve a Contractor which is directly signatory to a current MLA from paying all of the wages set forth in that MLA.

### **Section 5.2 Benefits.**

5.2.1. Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA; however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve a Contractor which is directly signatory to a current MLA from making all contributions set forth in that MLA without reference to the foregoing.

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

5.2.3. The Contractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with a Contractor who is delinquent in

payments to assure that proper benefit contributions are made, to the extent of requesting the Authority or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

## **ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS**

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 7:00 a.m. and 7:00 p.m. (Monday through Friday) and between the hours of 8:00 a.m. and 5:00 p.m. (Saturday), plus one-half (½) 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 work week will start on Sunday and conclude on Saturday. 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 standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or 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. Except as indicated in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules.

6.4.1. Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable MLA. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2. Contractors, the Trades Council and the Union recognize the economic impact upon the Authority and residents within the region of the Project being undertaken by the Authority and agree that all Parties to this Agreement desire and intend Project Work to be

undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent required by the prevailing wage determination(s) applicable to this Project, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

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

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project

Section 6.6 Show-up Pay.

6.6.1. Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

6.6.2. An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3. When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Article 12, Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods. The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in the manner established in the applicable MLA.

Section 6.8 Make-up Days. To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the Contractor, including inclement weather or other natural causes, during the

regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

## **ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS**

**Section 7.1    No Work Stoppages or Disruptive Activity.** The Trades Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the Authority or a Contractor or subcontractors, including economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

**Section 7.2    Employee Violations.** The Contractor may discharge any employee violating Section 7.1 above and any such employee will not be eligible for rehire under this Agreement.

**Section 7.3    Standing to Enforce.** The Authority, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein by any and all means necessary, whether such remedies are provided for in this Agreement or elsewhere in general or labor law.

**Section 7.4    Expiration of Master Labor Agreements.**

7.4.1. If the applicable MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractor affected:

(A) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to the Contractor will be no less favorable than



the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(B) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then the Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractor shall be solely responsible for any retroactive payment to its employees.

7.4.2. Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under Section 7.4.1.A above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under 7.4.1.B above. To decide between the two options, the Contractor will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 7.4.1.A, above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the retroactivity option offered under 7.4.1.B, above.

Section 7.5 No Lockouts. The Contractor shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the Authority's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

7.6.1. If the Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

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

Section 7.8. The PLA Administrator shall promptly order the involved Contractor to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits. Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

7.7.1. fails to timely pay its weekly payroll; or

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

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

Section 7.8 Expedited Enforcement Procedure. Any Party, or the PLA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1. The Party invoking this procedure shall notify first Walt Daugherty and then Fred Horowitz (if Walt Daugherty is not available), who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the Party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades 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, email or overnight mail and will be deemed effective upon receipt.

7.8.2. Upon receipt of such 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 Trades Council or the involved Union(s) and/or Contractor as required by Section 7.8.1, above.

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

7.8.4. The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above or Section 8.3 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. 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.

7.8.5. 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 7.8.4 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 in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or parties first alleging the violation.

7.8.6. 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.

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

## **ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

Section 8.1 Assignment of Work. The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 8.2 The Plan. All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractor 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 Contractor and Union parties to this Agreement.

8.2.1. 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 Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences. As provided in Article 15, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 7 above.

## **ARTICLE 9 MANAGEMENT SERVICES**

Section 9.1 Contractor and Authority Rights. The Contractor and the Authority have the sole and exclusive right and authority to oversee and manage Project Work without any limitations unless expressly limited by a specific provision of this Agreement. In addition to the following and other rights of the Contractor enumerated in this Agreement, the Contractors expressly reserve its management rights and all the rights conferred upon it by law. The Contractor's rights include the right to:

9.1.1. Plan, direct and control operations of all work;

9.1.2. Hire, promote, transfer and layoff employees, as deemed appropriate to satisfy work and/or skill requirements;

9.1.3. Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

9.1.4. Discharge, suspend or discipline its own employees for just cause;

9.1.5. Utilize, in accordance with Authority approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

9.1.6. Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific Authority Rights. In addition to the following and other rights of the Authority enumerated in this Agreement, the Authority expressly reserves its management rights and all the rights conferred on it by law. The Authority's rights (and those of the PLA Administrator on its behalf) include the right to:

9.2.1. Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

9.2.2. Require the Contractor to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

9.2.3. At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the Authority's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. In order to permit the Contractor and the Unions to make appropriate scheduling plans, the Authority will provide the PLA Administrator, and the affected Contractor and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6;

9.2.4. Approve any work methods, procedures and techniques used by the Contractor whether or not these methods, procedures or techniques are part of industry practices or customs; and

9.2.5. Investigate and process complaints, through the PLA Administrator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the Public Contract Code and Labor Code as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The Authority and the PLA Administrator shall advise the Contractor of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

9.4.1. The Parties recognize that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and/or that it be installed under the supervision and direction of the Authority's and/or manufacturer's personnel. The Parties further recognize and agree that installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel in a supervisory role, or by employees of the vendor or manufacturer, or employees of a contractor designated by the vendor or manufacturer, where performance of the work by those employees is expressly stated in the manufacturer's or vendor's written warranty or guarantee to be a condition for the warranty or guarantee for such manufactured item or where the employees working under this Agreement lack the required skills to perform the work, provided the manufacturer, vendor, or designated contractor possesses any license required for the performance of the work. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty or guaranty requirement to the affected Union and the PLA Administrator prior to the commencement of work by the manufacturer, vendor, or designated contractor. This exclusion does not apply to any on-site construction work subcontracted by such manufacturer, vendor, or designated contractor. In the absence of a written warranty or guaranty, the Contractor responsible for performing the work will assign the work to the appropriate craft prior to the commencement of work.

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

9.4.3. If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

## **ARTICLE 10**

### **SETTLEMENT OF GRIEVANCES AND DISPUTES**

#### **Section 10.1 Cooperation and Harmony on Site.**

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

10.1.2. The PLA Administrator, the Contractor, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3. The PLA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

**Section 10.2 Processing Grievances.** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Sections 7.1 and 7.45 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

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

**Union or Contractor Grievances.** Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 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 PLA Administrator, 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 the Union or Contractor Party may request in writing to the PLA Administrator (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 list composed of Fred Horowitz, Walt Daugherty, and Joe Gentile, on a rotational basis in the order listed. 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 Contractor and the involved Union(s).

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

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

Section 10.3 Limit on Use of Procedures. The procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 10.4 Notice. The PLA Administrator (and the Authority, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the Contractor of all actions at Steps 2 and 3, and further, the PLA Administrator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## **ARTICLE 11 REGULATORY COMPLIANCE**

Section 11.1 Compliance with All Laws. The Trades Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the Authority, the PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance. The Contractor shall comply with the state laws and regulation on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law. Should there be a finding by a Court or administrative tribunal of competent jurisdiction that the Contractor has violated federal and/or state law or regulation, the Authority, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage



obligations as enforced pursuant to DIR regulations), the Authority, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including assessing fines and penalties and/or removing the offending Contractor from Project Work.

## **ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY**

### **Section 12.1   Safety.**

12.1.1. It shall be the responsibility of the Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Authority or the Contractor, whichever is most restrictive shall apply. It is understood that 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 Authority.

12.1.2. Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the Authority. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3. The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D and which shall be the policy and procedure utilized under this Agreement.

**Section 12.2   Suspension of Work for Safety.** A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

**Section 12.3   Water and Sanitary Facilities.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 13 TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

## **ARTICLE 14 APPRENTICES**

**Section 14.1   Importance of Training.** The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the Authority, and the opportunities to provide continuing work under the

construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The Authority and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

#### Section 14.2 Use of Apprentices.

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

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

14.2.3. The Parties agree that apprentices will not be dispatched to the Contractor unless there is a journeymen working on a portion of 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.

14.2.4. 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 Trades Council.

### **ARTICLE 15 PRE-JOB CONFERENCES**

Each Primary Contractor which is awarded a Construction Contract by the Authority for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Trades Council and the PLA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

## **ARTICLE 16 INTENTIONALLY LEFT BLANK**

## **ARTICLE 17 SAVINGS AND SEPARABILITY**

Section 17.1 Savings Clause. It is not the intention of the Authority, the PLA Administrator, the Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 17.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the Authority 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 which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the Authority, or such court order or statutory provision, the Parties agree that this Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

## **ARTICLE 18 WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the

Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

## **ARTICLE 19 AMENDMENTS AND AMBIGUITY**

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

## **ARTICLE 20 DURATION OF THE AGREEMENT**

### **Section 20.1    Duration.**

20.1.1. This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of the first to occur of (a) five (5) years after the Authority's first award of a Construction Contract or (b) ten (10) years from the date of this Agreement. 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.

20.1.2. This Agreement may be extended by written mutual consent of the Authority and the Council for such further periods as the Parties shall agree to.

### **Section 20.2    Turnover and Final Acceptance of Completed Work.**

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

20.2.2. Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Authority and Notice of Completion is issued by the Authority 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 Authority pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the Authority, will be available from the PLA Administrator.

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

BURBANK-GLENDALE-PASADENA  
AIRPORT AUTHORITY

By:   
Bill Wiggins, President

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION TRADES  
COUNCIL

By:   
Ron Miller, Executive Secretary

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 600)  
District Council of Laborers  
Electricians (Local 11)  
Elevator Constructors (Local 18)  
Gunit Workers (Local 345)  
Iron Workers (Reinforced – Local 416)  
Iron Workers (Structural – Local 433)  
Laborers (Local 300)  
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/Fitters Local 761)  
Pipe Trades (Sprinkler Fitters Local 709)  
Plasterers (Local 200)  
Plaster Tenders Local (1414)  
Roofers & Waterproofers (Local 36)  
Sheet Metal Workers (Local 105)  
Teamsters (Local 986)  
Southwest Regional Council of Carpenters

*Handwritten signatures and initials in blue ink, including names like: Michael, Thomas, Tony, Sarmiento, Ed, Jean, Mark, Dennis, Ronald, John, Gary, Cook, El J. Santa, and others.*

## EXHIBIT A

The work covered by this Agreement shall include the proposed Replacement Passenger Terminal Project, which is made up of four subset projects: (1) the Airside Project which includes the rehabilitation, replacement and/or development of the aircraft terminal ramp, taxi lanes, taxiway(s) and extensions, airfield service roads, and associated applicable airfield lighting and utilities and the development of the replacement Aircraft Rescue Firefighting Station/Airport Emergency Operations Center and associated utilities; (2) the Landside Project which includes the development of the terminal loop roadway system, connections to existing and future public roads and associated four story employee parking structure and seven story public parking structure, lighting and associated utilities; (3) the Passenger Terminal Project which includes the development of a 14-gate two-story replacement passenger terminal connecting to the aircraft terminal ramp and terminal loop roadway system, an air cargo/ground service equipment maintenance facility, associated ramp lighting, terminal lighting and utilities; and (4) the demolition of the current passenger terminal, air cargo facility, portions of existing taxiways and terminal ramps, four story parking structure, relocation and installation of the Airport Security perimeter fence and existing terminal loop roadways.

The attached drawings represent the scope of the Project.

# ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

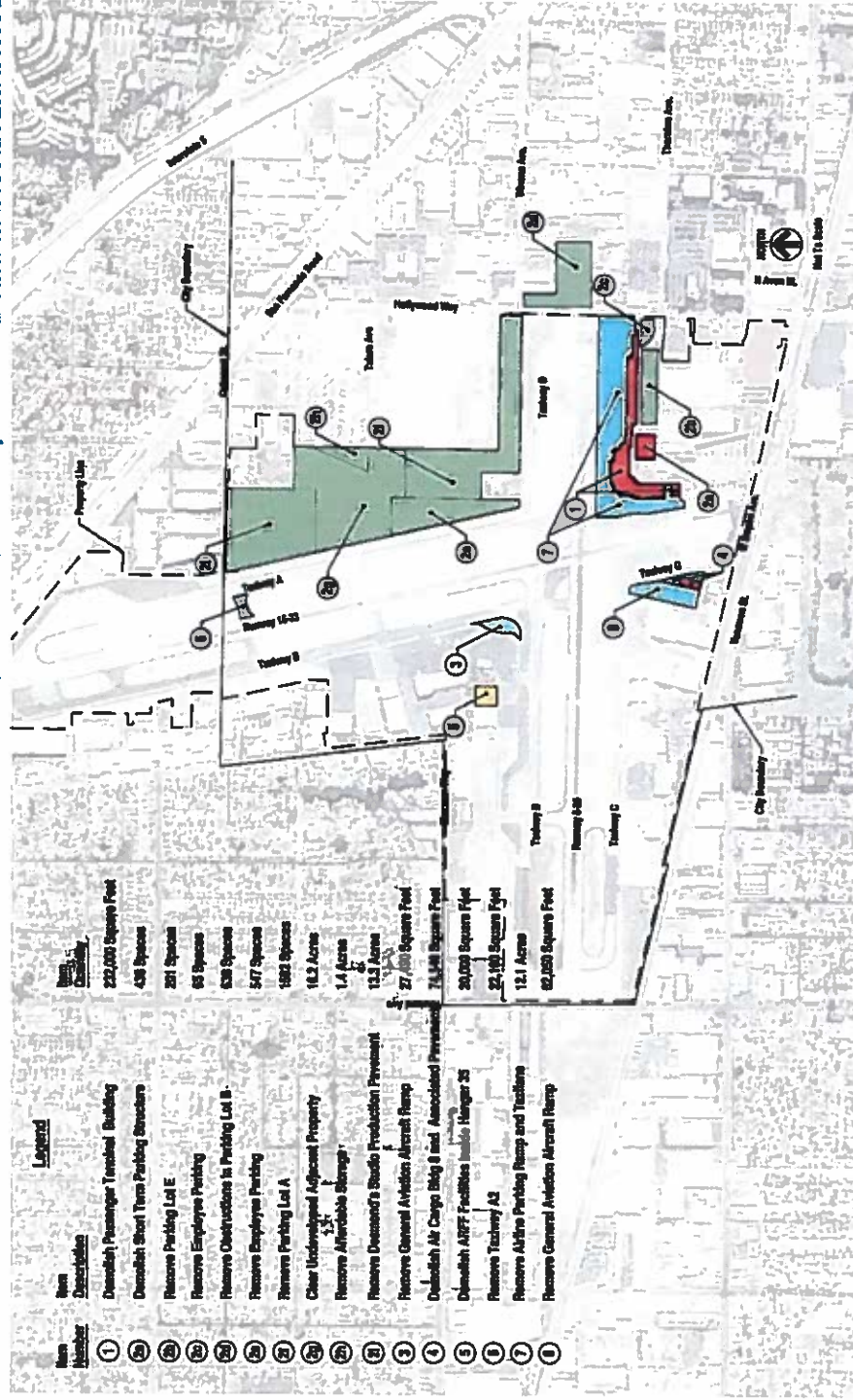


EXHIBIT 2  
OVERALL DEMOLITION PLAN

Burbank-Glendale-Pasadena Airport Authority PLA



# ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE

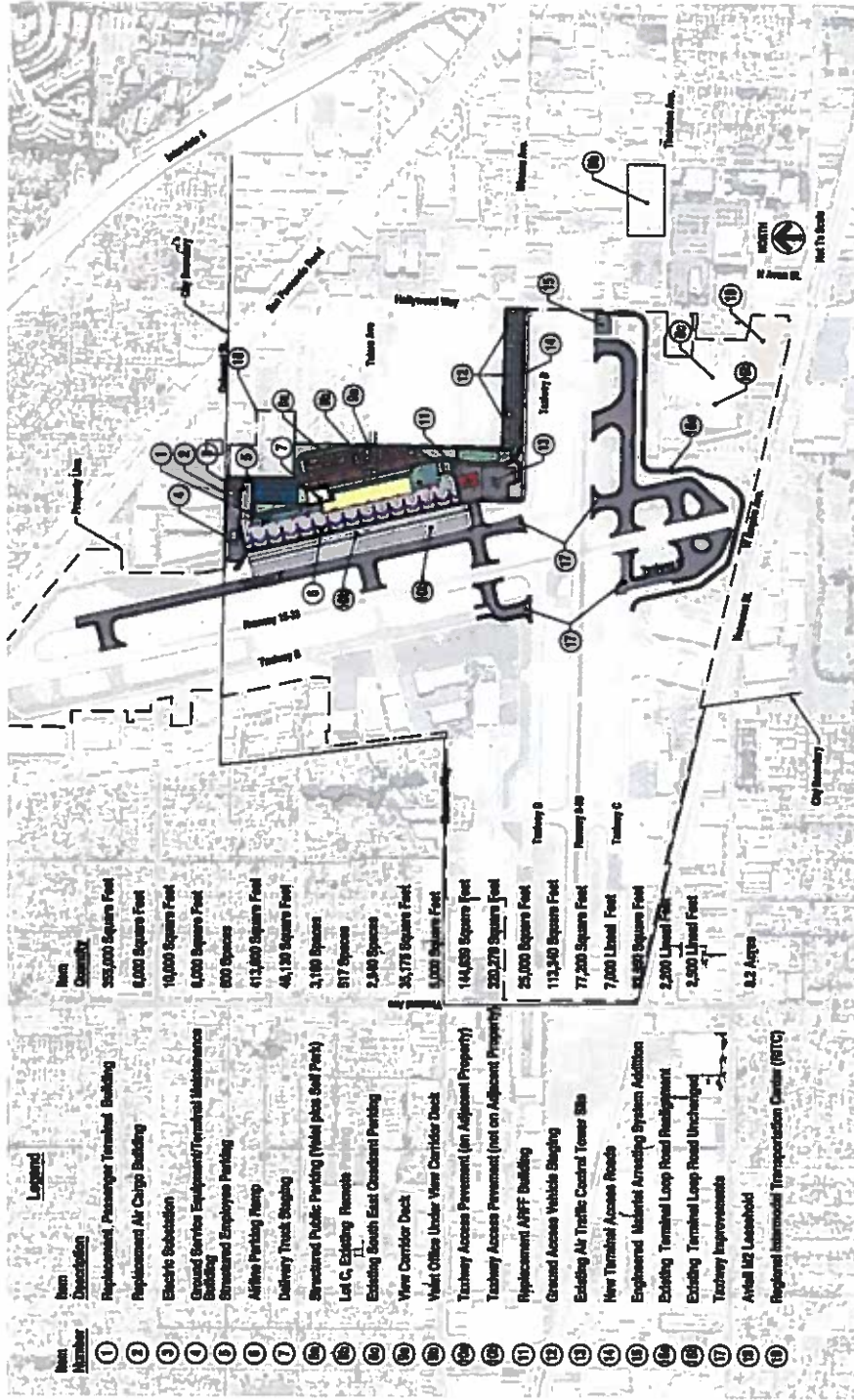
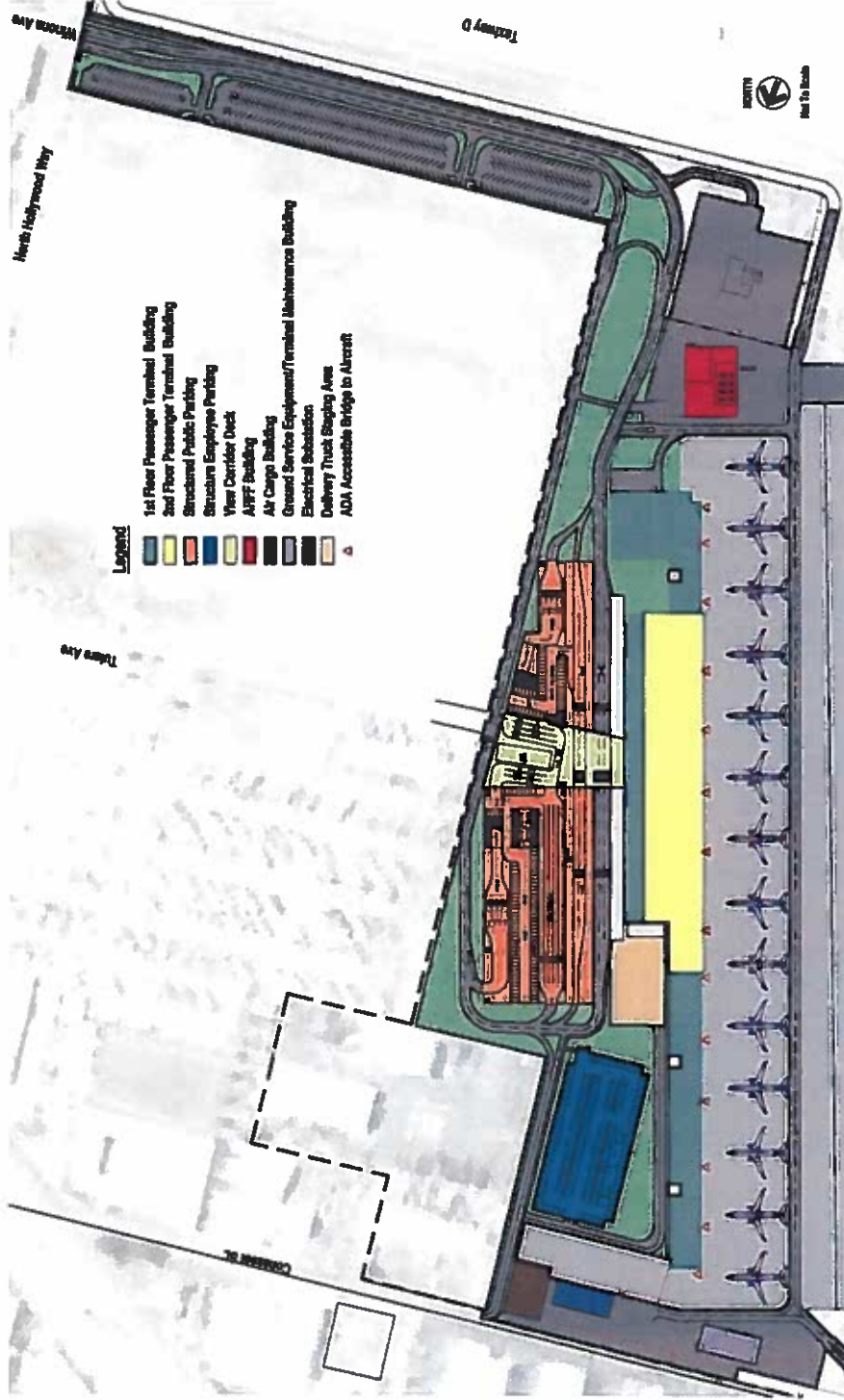


EXHIBIT 3A  
OVERALL SITE PLAN

# ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



**EXHIBIT 3B**  
**SITE PLAN, 1 OF 2**

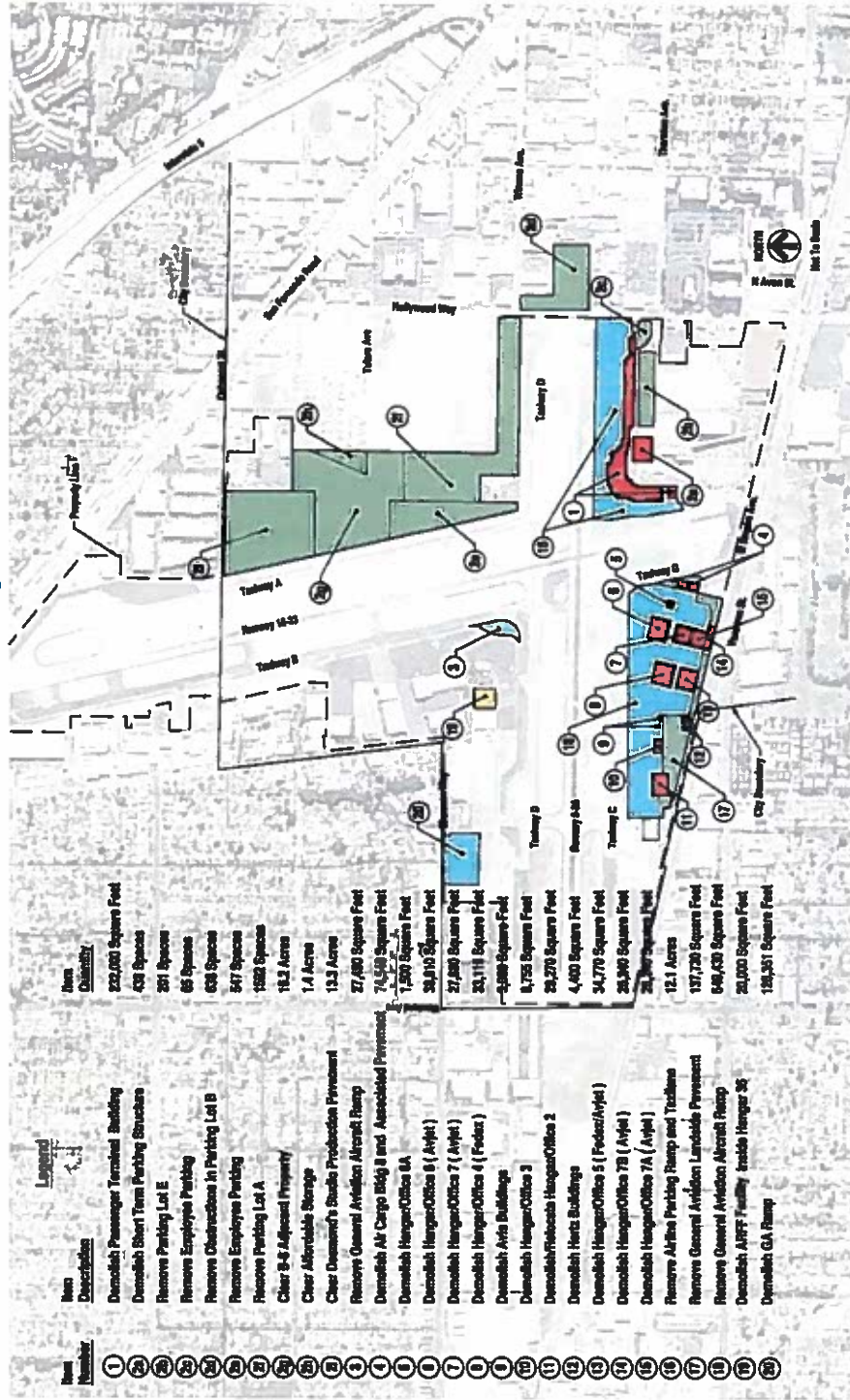
# ADJACENT PROPERTY, FULL SIZE TERMINAL ALTERNATIVE



EXHIBIT 3C  
SITE PLAN, 2 OF 2

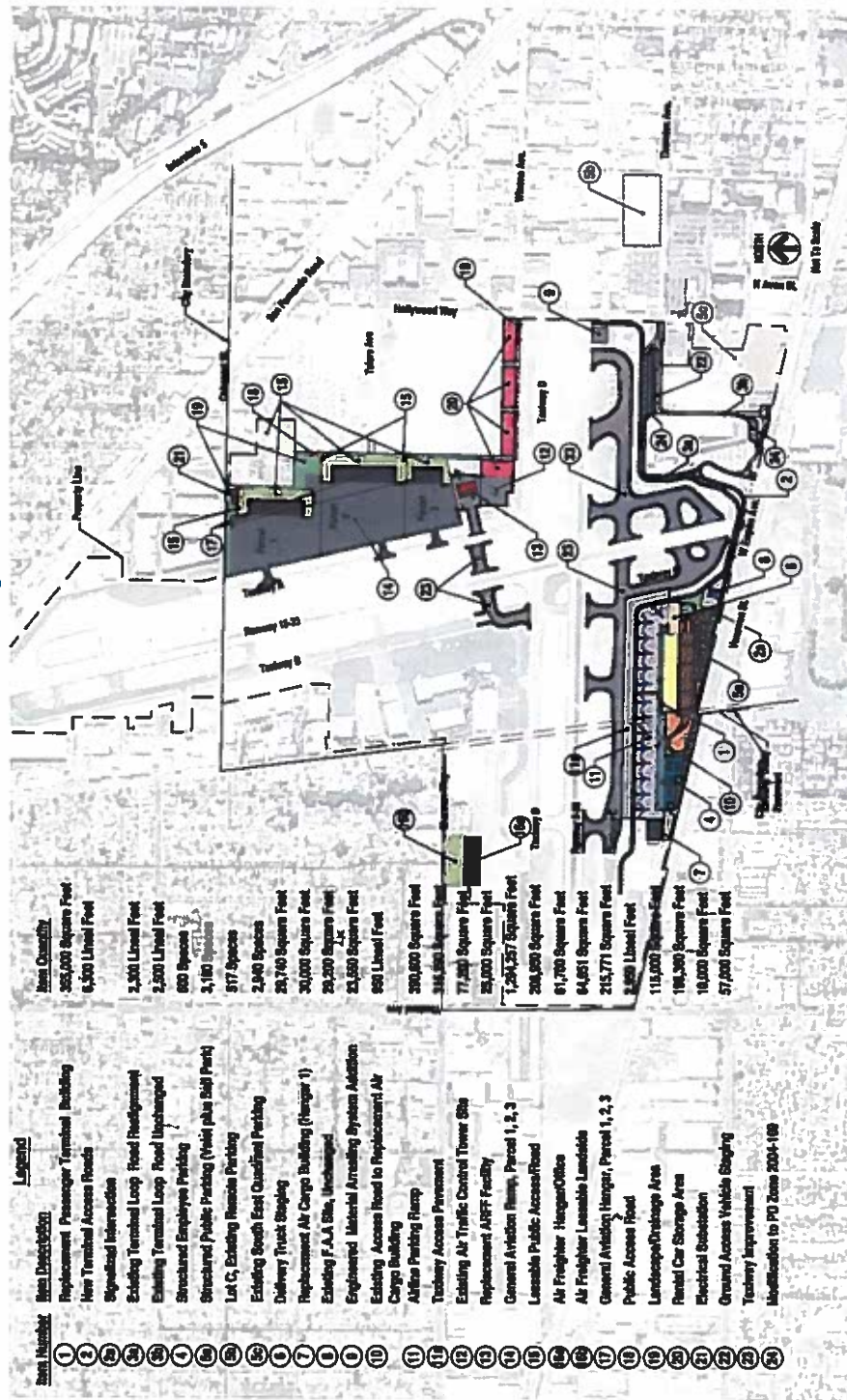


# **SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE**



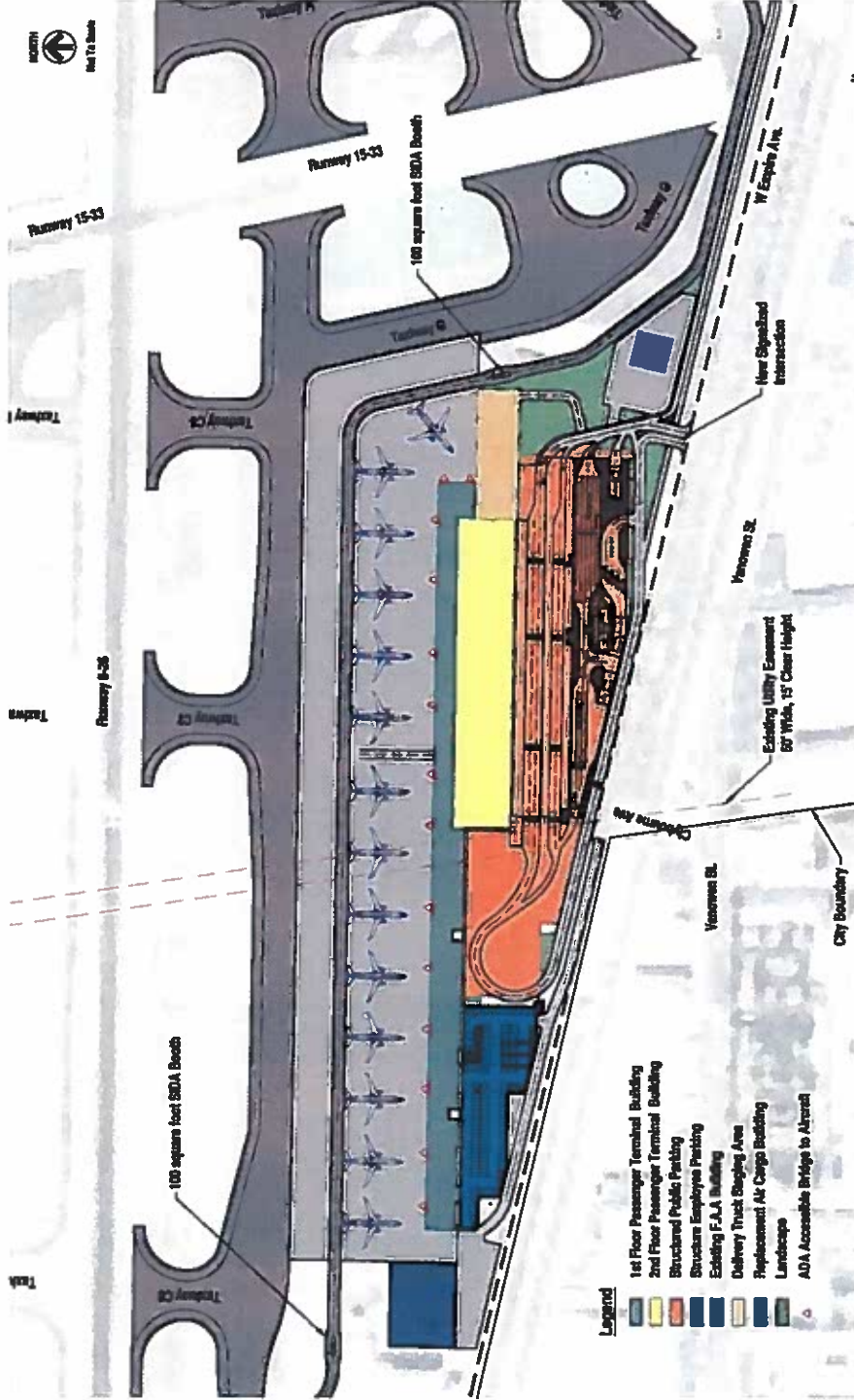
**EXHIBIT 12**  
**OVERALL DEMOLITION PLAN**

# **SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE**



**EXHIBIT 13A  
OVERALL SITE PLAN**

# **SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE**



**EXHIBIT 13B**  
**SITE PLAN, 1 OF 2**



# **SOUTHWEST QUADRANT, FULL SIZE TERMINAL ALTERNATIVE**



**EXHIBIT 13C**  
**SITE PLAN, 2 OF 2**

ATTACHMENT A

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]  
PLA Administrator  
Burbank-Glendale-Pasadena Airport Authority  
1234 Address  
City, State, Zip Code

Attn: \_\_\_\_\_

Re: Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement –  
Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement effective \_\_\_\_\_, 2016, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

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

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



[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council  
Consistent with Article 2, Section 2.5.2]

**ATTACHMENT B**  
**AREA RESIDENTS ZIP CODES**

**TIER 1 AREA RESIDENTS**

**Burbank, Glendale, Pasadena, and adjacent portion of Los Angeles**

91501	91206	91114
91502	91207	91115
91503	91208	91116
91504	91209	91117
91505	91210	91121
91506	91221	91123
91507	91222	91124
91508	91225	91125
91510	91226	91126
91521	91101	91129
91522	91102	91182
91523	91103	91184
91526	91104	91185
91201	91105	91188
91202	91106	91189
91203	91107	91199
91204	91109	
91205	91110	

**TIER 2 AREA RESIDENTS**

**Mid-Town, Studio City, Valley Village, Valley Glen, Van Nuys,  
North Hollywood East and West, and Sun Valley**

91601  
91602  
91604  
91605  
91606  
91607  
91352  
91401

## ATTACHMENT C

### BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY PLA CRAFT REQUEST FORM

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

The Burbank-Glendale-Pasadena Airport Authority Project Labor Agreement establishes a goal that 30% of the total work hours shall be from workers residing in those zip codes which include all of the cities of Burbank, Glendale and Pasadena, and residents of the portions of the City of Los Angeles in the vicinity of the Airport, specifically residents of the U.S. Postal Service zip codes on the list attached to the Project Labor Agreement as Attachment B, as well as Eligible Veterans, regardless of where they reside.

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

#### CONTRACTOR USE ONLY

**To:** Union Local # \_\_\_\_\_ **Fax #:** (\_\_\_\_) \_\_\_\_\_ **Date:** \_\_\_\_\_

**cc:** PLA Administrator

**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_

Contact Phone (\_\_\_\_) \_\_\_\_\_ Contact Fax: (\_\_\_\_) \_\_\_\_\_

#### PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Number of workers needed	Report Date	Report Time

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

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_

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

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

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

**UNION USE ONLY**

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

**WORKER REFERRED**

Name:
Date worker was dispatched:
Is the worker referred a: <span style="float: right;">(check all that apply)</span>

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
AREA RESIDENT	Yes _____	No _____
ELIGIBLE VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

## **ATTACHMENT D**

### **LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED 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 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.

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.

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 Project Labor Agreement. Said notice shall be delivered in person 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 Project Labor Agreement, 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 this 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 this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f)(1) through 5(f)(3) 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. 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.

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 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.

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 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.

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. 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 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 periodic tests may be performed in a twelve 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 Project Labor Agreement.

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 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 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.



## DRUG ABUSE PREVENTION AND DETECTION

### APPENDIX A

#### CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	GC/MS	0.02%
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	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Pencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA 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

**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 LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY ("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.