

CITY OF CARSON
PROJECT LABOR AGREEMENT

WITH

LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION
TRADES COUNCIL
AND THE
LOCAL UNIONS & DISTRICT COUNCILS
SIGNATORY TO THIS AGREEMENT

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

ARTICLE I
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Apprentice" means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

1.3 "City" means the City of Carson.

1.4 "Committee" means the Joint Administrative Committee as described in Article XI of this Agreement.

1.5 "Construction Contract" and "Construction Contracts" means any contract entered into by the City for: actual specialty construction work that exceeds Twenty-Five Thousand Dollars (\$25,000.00); or actual general construction work that exceeds One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) at the time the contract for construction is entered into. The City shall have the sole right to make a determination if the proposed work is "specialty construction work" or "general construction work". The term "Construction Contract" or "Construction Contracts" shall not include the following:

(1) City contracts for actual specialty construction work that are Twenty-Five Thousand Dollars (\$25,000.00) or less and City contracts for actual general construction work that are One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) or less at the time the Construction Contract is entered into and which are subsequently increased above said amounts through the issuance of change order(s) or otherwise.

(2) Any contract for actual construction that has already been entered into or any contract for actual construction that is entered into by the City within sixty (60) days after this Agreement is executed by all parties hereto.

(3) Any City contract for construction that is entered into by the City after the expiration or termination of this Agreement.

1.6 "Contractor/Employer" or "Contractors/Employers" 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 or Inspection Services Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction or inspection of any part of a Project under contract terms and conditions approved by the City and which are incorporated in this Agreement.

1.7 "Core Worker" means an employee: (i) who appears on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of the prime construction contract by the City; (ii) who possesses all licenses required by state and federal law for the Project Work; (iii) who has the ability to safely perform the basic functions of the applicable trade; and (iv) who has been a resident of the Project area described in Section 7.4 for one hundred (100) consecutive working days immediately before award of the prime construction contract by the City.

1.8 "Inspection Services" means work performed by Inspectors.

1.9 "Inspection Services Contract" or "Inspection Services Contracts" means any agreement that provides in the scope of services for work to be performed by Inspector(s) on a City Project.

1.10 "Inspector" or "Inspectors" means the classifications of Building/Construction Inspector and Field Soils and Material Testers as defined in the State of California Prevailing Wage Determination scope of work for said craft(s).

1.11 "Letter of Assent" means agreement acceptance letters by all Contractors/Employers, the document that each Contractor (of any tier) must sign and submit to the Construction Manager and the Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement, in the form attached hereto as Attachment A.

1.12 "Material Supplier" or "Material Suppliers" means a manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with the Contractor/Employer or any subcontractor to furnish materials or equipment to be used on or incorporated in the Project work by the Contractor/Employer or any subcontractor.

1.13 "Plan" means the plan for the Settlement of Jurisdictional Disputes in the Construction Industry.

1.14 "Project" or "City Project" means Construction Contracts entered into by the City for a City construction project.

1.15 "Schedule A Agreements" as used in this Agreement means the local collective bargaining agreements of the signatory unions having jurisdiction over the Project Work and which have signed this Agreement.

1.16 "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 contract.

1.17 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other labor organization

signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE II SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall apply to the City, Contractors/Employers entering into Construction Contracts or Inspection Services Contracts, Contractors/Employers performing work or agreeing to perform work as subcontractors or otherwise in regards to Construction Contracts or Inspection Services Contracts, and the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

2.2 Project Description: This Agreement shall apply to all Construction Contracts as defined in Article I, Section 1.5 above, and Inspection Services Contracts, as defined in Article I, Section 1.9 above, unless specifically excluded or limited in Article II, Section 2.4 below. This Agreement shall in no way limit the City's right to terminate, modify or rescind a Construction Contract or Inspection Services Contract and the City has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding Construction Contracts or Inspection Services Contract or portions of Construction Contracts or Inspection Services Contract identified as part of this Agreement. Should the City remove or terminate any contract or agreement for construction or Inspection Services that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for construction or Inspection Services, the contract for construction or Inspection Services may, at the sole election of the City, be performed under the terms of this Agreement.

2.3 Project Labor Disputes: Unless otherwise specifically provided herein, all Project labor disputes involving the application or interpretation of a Schedule A agreement to which a signatory Contractor/Employer and a signatory Union are parties, shall be resolved pursuant to the resolution procedures of the applicable Schedule A agreement. All disputes relating to the interpretation or application of the Project Labor Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

2.4 Exclusions:

(1) This Agreement shall only apply to the following:

(a) Construction Contracts as defined in Article I, Section 1.5 above. Should the City remove or terminate any contract for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on the contract for

construction, the contract for construction may, at the sole election of the City, be performed under the terms of this Agreement.

(b) Inspection Services Contracts as defined in Article I, Section 1.9 above, if the entire scope of work of the Inspection Services Contract is for Inspection Services. If only a portion of the scope of work of the Inspection Services Contract is for Inspection Services, then this Agreement shall only apply to the portions of the Inspector Services Contract that covers work to be performed by Inspectors and does not apply to other services to be performed pursuant to the Inspector Services Contract. The parties to this Agreement expressly agree that where only a portion of the scope of work of the Inspection Services Contract relates to work to be performed by Inspectors, that this Agreement shall only apply to work to be performed by those Inspectors and that this Agreement shall not apply to any other work covered by the Inspector Services Contract.

(2) This Agreement shall not apply to or govern the award of City contracts which are outside the approved scope of the City.

(3) This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contracts entered into by the City including, but not limited to, services provided at any City facility, building or park, or the operation or maintenance of any City facility, building, park, tree, or landscaping.

(4) This Agreement shall not apply to a Contractor's/Employer's non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by Schedule A agreements).

(5) The Agreement shall not apply to Material Suppliers or delivery by any means of material, supplies, or equipment required to any point of delivery.

(6) This Agreement shall not apply to officers and employees of the City.

(7) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any City Project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals not covered by a Schedule A agreement, hired by the City, the Carson Redevelopment Agency or any other governmental entity.

(8) This Agreement shall not apply to any Project, Construction Contract or Inspection Services Contract that receives funding or assistance from any federal, state, local or other public entity if a requirement, condition or other term of receiving said funding or assistance is that the City not require, bidders, contractors, subcontractors or other persons or entities to: enter into an agreement with one or more labor organizations; or enter into an agreement that contains any of the terms set forth herein. At this time, the use of federal funds or

assistance on any project whereby the recipient of federal funds or assistance requires bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations is prohibited. As long as this prohibition is in place, this Agreement shall not apply to any federally funded or assisted Project, Inspection Services Contractor Construction Contract.

2.5

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project 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 willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors 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 Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the 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 Compliance Officer designated by the City and to the Council at least forty-eight (48) hours before the commencement of Project Work, or within forty-eight 48 hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement(s) for the craft workers in their employ or to be employed, shall sign a "Subscription Agreement" with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before work is commenced on the Project.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

2.6

(a) The provisions of this Agreement, including the Schedule A's, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time 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), work 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 Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Project Labor 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 an uniformly applied, Subscription Agreement at the request of the trustees or administrator of a trust fund, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription 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 documents with the appropriate Craft Union prior to the subcontractor beginning Project Work.

ARTICLE III EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the City agree to be bound by each and all of the provisions of the Agreement.

3.2 This Agreement shall only be binding on the signatory Contractor/Employers hereto in regards to the applicable Construction Contract or Inspection Services Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any Contractor/Employers or any other contract for construction or project to which this Agreement does not apply.

3.3 This Agreement shall be included as a general condition of all applicable Construction Contracts and Inspection Services Contracts for which the City requests bids or proposals.

ARTICLE IV
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, City and Contractors/Employers agree:

(1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, slowdown, withholding of work, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind for any reason.

(2) As to employees employed on City Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement. The Contractor/Employer may lay off employees for lack of work, or in the event that a strike, picketing or other disruption impedes the work of the Project covered by this Agreement.

(3) No picket lines will be established at the job site by any of the Unions. The Unions agree that they will not sanction in any way any picket line or other impairment of the work on any City Project, subject to this Agreement, and will affirmatively take all measures necessary to require their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on City Projects, subject to this agreement, will also do so themselves.

4.2 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any City Project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under the labor agreement or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on all City Projects on one of the following two bases, both of which will be offered by the Unions involved to the Contractors/Employers affected:

(1) Each of the Unions with a contract expiring must offer to continue working on all City Projects under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the Union's interim agreement offered to Contractors/Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(2) Each of the Unions with a contract expiring must offer to continue working on all City Projects under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state and/or federal prevailing wage laws, if the Contractor/Employers affected by that contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at City Projects is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor/Employer shall pay to its employees who performed work covered by the Agreement at City Projects during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on all City Projects during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected Contractor/Employer shall be solely responsible for any retroactive payment to its employees and that neither the City nor any other Contractor/Employer has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor/Employer.

(3) Some Contractors/Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other Contractors/Employers may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between the two options, Contractor/Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor/Employer in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option 2.

4.3 Expedited Arbitration will be utilized for all Work Stoppages and Lockouts. In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of Article IV is alleged.

(1) The party invoking this procedure shall notify the permanent Arbitrator next in sequence from the following list: Joe Gentile, Walter Daugherty, Robert Steinberg and Louis Zigman. The parties agree these shall be the four permanent Arbitrators under this procedure. In the event that none of the four permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the four permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the parties shall mutually select a new permanent Arbitrator from the following list of arbitrators: Mark Burnstein and Sara Adler. Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the parties involved in the Arbitration and the decision of the Arbitrator shall be final and binding on the parties, provided, however,

that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way.

(2) Notice to the Arbitrator shall be by the most expeditious means available, including telephone, with notice by facsimile or telegram to the party alleged to be in violation and to the Building Trades Council. If the City is not a party to the Arbitration, it shall receive notice by telephone, with notice by facsimile or telegram.

(3) Upon receipt of said notice, the permanent Arbitrator shall set and hold a hearing, if the violation still exists or if the party alleging the breach requests, the hearing shall be set and held within twelve (12) hours if possible and within twenty-four (24) hours if not. Otherwise, the hearing shall be set and held within forty-eight (48) hours or such later time to which the party alleging the breach consents,

(4) The Arbitrator shall notify the parties by telephone and by facsimile or telegram of the place and time he has chosen for this hearing. If the City is not a party to the Arbitration, it shall receive notice of the place and time of the hearing by telephone and by facsimile or telegram. Notice shall be given to the individual Unions alleged to be involved; however, notice to the Building Trades Council shall be sufficient to constitute notice to the Unions for purposes of the Arbitration being heard by the Arbitrator. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator. If the City is not a party to the Arbitration, the City shall have the right to attend the hearing and provide any relevant information to the Arbitrator.

(5) The sole issue at the hearing shall be whether or not a violation of Sections 4.1 or 4.2 of this Article has in fact occurred, and the Arbitrator shall have no authority to consider any other types of violation of this Agreement or to award damages, which issue is reserved for court proceedings, if any. For purposes of deciding this issue, the actions of individual craft workers engaging in conduct described in sections 4.1 or 4.2 shall constitute violations of the sections by the Unions representing these individuals. Similarly, conduct described in sections 4.1 or 4.2 carried out by unions not signatory to this Agreement shall constitute violations of this Agreement by any Union signatory to this Agreement that is a sister union, subsidiary union, or parent of the offending non-signatory union. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. Irrespective of the Arbitrator's decision of whether Sections 4.1 or 4.2 have been breached, the Arbitrator may retain jurisdiction over the parties for violations, occurring during the succeeding seven days and shall convene additional proceedings upon request to hear further evidence of breaches of sections 4.1 or 4.2. If the City, in cases where the City is not a party to the Arbitration, or party to the Arbitration, desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement, of the Award. If the Arbitrator finds that a violation of Sections 4.1 or 4.2 of this Article has occurred, the Arbitrator in his written Award shall order cessation of the violation of this Article and a return to work and other appropriate relief, and such Award shall be served on all parties, and on the City, if the City is not a party to the Arbitration, by hand, facsimile or registered mail upon issuance. The

Award will be final and binding on the parties to the Arbitration, including the individual craft workers on City Projects represented by any of the Unions subject to the Award.

(6) Such Award may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Telephonic or facsimile notice of the filing of such enforcement proceedings shall be given to the party against whom the Award is sought to be enforced. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award, all parties agree that such proceedings may be heard ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order enforcing the Award. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties to this Agreement by hand, by facsimile, by delivery to their last known address or by registered mail.

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

(8) The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the responding party or parties.

(9) The procedures contained in this Section 4.3 shall be applicable to alleged violations of Articles IV or XIII to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or 4.2 or Articles IV or XIII, shall be resolved under Article XII.

ARTICLE V NO DISCRIMINATION

5.1 The Contractor/Employers and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. The Unions and Contractors 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.

ARTICLE VI UNION SECURITY

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

6.2 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 the Project work; provided, however, that any employee who is a member of a Union at the time the referring

Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract, Inspection Services Contract or Project. The Contractor/Employer shall, however, require all employees working on a Construction Contract, Inspection Services Contract or Project, to the extent which this Agreement applies, for a cumulative total of eight (8) or more working days, to comply with the applicable Union's security provisions 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 working dues and any non-initiation or application fees uniformly required for membership in the applicable Union which is a party to this Agreement.

ARTICLE VII REFERRAL

7.1 The Contractors/Employers recognize that the Unions shall be the primary source of all craft labor employed on City Projects. In the event that a Contractor/Employer has his/her own core workforce, said Contractor/Employer shall follow the procedures outlined below. An employee shall be considered a member of a Contractor's/Employer's core workforce for the purposes of this Article if (i) the employee's name appears on the Contractor's/Employer's active payroll for 60 of the 100 working days immediately before award of the prime Construction Contract or Inspection Services Contract; (ii) the employee possesses all licenses required by state and federal law for the Project Work; (iii) the employee has the ability to safely perform the basic functions of the applicable trade; and (iv) the employee has been a resident of the geographic area described in Section 7.4 for one hundred (100) consecutive working days immediately before award of the prime construction contract by the City. The number of core employees on City Projects shall be governed by the following procedure: The Contractor/Employer shall select the first "core" employee to work on the Project. If an additional employee is required, the next employee shall come from the local hiring hall of the affected trade or craft. After this, one "core" employee shall be selected and then one employee from the hiring hall of the affected trade or craft if needed up to a total of five (5) employees for the craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall list. In the event of a reduction-in force or layoff, such will take place in a manner to assure that the number of remaining "core" employees in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the Contractor/Employer under this Agreement. This provision applies only to employees not currently working under a Schedule A agreement and is not intended to limit-transfer provisions of the current Schedule A agreements of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all contractors shall require their "core work force" and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any prior to commencing project work.

7.2 Contractors/Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law.

7.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for qualified employees within a forty eight (48) hour period (Saturdays, Sundays and Holidays excepted) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source.

7.4 In recognition of the City's mission to serve the residents residing in and around its geographic area ("Local Residents"), the parties hereby establish a goal that 30% of all of the labor and craft positions (journeyman and apprentices) shall be from workers residing within a three (3) mile radius of City Hall, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B." In the attainment of this goal, the Unions and Contractors will exert their best efforts, to the extent allowed by law, to refer and/or recruit sufficient numbers of skilled craft Local Residents to fulfill the requirements of the Employers performing Project Work. If the 30% local hire is not attained utilizing these Local Residents, the outreach shall expand to qualified employees who reside within a five (5) mile radius of City Hall, as reflected on Attachment "B." If the 30% local hire is still not attained utilizing these Residents, the outreach shall expand to qualified employees who reside within a ten (10) mile radius of City Hall, as reflected on Attachment "B." If the 30% local hire is still not attained utilizing these Residents, the outreach shall expand to other qualified employees which reside in the County of Los Angeles. The purpose of this section is to provide employment opportunities for those residents, which live in communities, which have historically been economically depressed.

7.5 A goal of 30% of all of the labor and craft positions shall be from workers residing within the Project area described in Section 7.4 above. In addition, a goal of 5% of all of the labor and craft positions shall be from Local Residents who reside within a ten (10) mile radius of City Hall, as reflected on Attachment "B," classified as "at risk".

7.6 The "at risk" workers will be referred to the Unions from community-based job placement organizations and brokers such as City of Carson Job Clearinghouse located at 1 Civic Plaza, Suite 200, Carson, CA 90745, and the Workforce Investment Network (WIN), located at 1 Civic Plaza, Suite 500, Carson, CA 90745. The job broker shall pre-screen any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following criteria will be used to identify the "at risk" worker:

- Household income below 50% of the median -Homeless;
- Welfare recipient;
- History of involvement with the justice system;
- Unemployed; and
- Single parent.

For the applicant to qualify under this program, the job broker shall verify the presence of a minimum of two of the above criteria.

7.7 Helmets to Hardhats:

(1) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction trades industry. The employers and unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

ARTICLE VIII WAGES & BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors/Employers 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 Contractors/Employers from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required. The determination of appropriate wage rates is the sole obligation of the Contractor/Employer and all parties agree that the City shall not be liable for determining the appropriate wage rates to be paid and/or liable for the payment of wages.

8.2 Contractors/Employers shall pay contributions to the established employee benefit funds in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the Contractor/Employer and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor/Employer on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve a Contractor/Employer from any independent contractual or other obligation they may have to make all contributions, deductions or payments for benefits set forth in the appropriate Schedule A Agreement(s). The determination of appropriate contributions, deductions or payments for benefits is the sole obligation of the Contractor/Employer and/or Unions and all parties agree that the City shall not be liable for determining the level of contributions, deductions or payments for benefits and the City shall not be liable for or required to make contributions, deductions or payments for benefits.

8.3 The Contractor/Employer adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the Contractor's/Employer's employees. The Contractor/Employer 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/Employer.

ARTICLE IX EMPLOYEE GRIEVANCE PROCEDURE

9.1 All Contractors/Employers shall be bound to the grievance procedure contained in the Master Labor Agreement of the craft representing the employee(s) involved in any dispute. For the purposes of this Article, such grievance procedure shall be limited to disputes regarding the imposition of discipline or dismissal arising from work covered by the Agreement. Under either procedure the City must be notified so it has the opportunity to attend and participate in said proceedings.

ARTICLE X COMPLIANCE

10.1 It shall be the responsibility of the Contractors/Employers and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article VIII. The City may designate a representative to monitor and investigate issues related to this Agreement including, but not limited to, the prevailing wage requirements, local and 'At Risk' hiring compliance, and the affirmative action provisions of the City.

ARTICLE XI JOINT ADMINISTRATIVE COMMITTEE

11.1 The parties to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of three (3) representative selected by the City and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

11.2 The Joint Administrative Committee shall meet as required to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement.

ARTICLE XII DISPUTE RESOLUTION PROCEDURE

12.1 Disputing parties are encouraged to meet as soon as possible and try to reach an agreement to resolve the dispute. However, if an agreement cannot be reached, the following procedure shall be used. The parties understand and agree that in the event any dispute arises out

of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. Employee grievances shall be evaluated based on the grievance procedure contained in the Master Labor Agreement of the craft as outlined in Article IX of this Agreement. The Dispute Resolution procedure outlined in Article XII of this Agreement shall not include employee grievance procedures. No disputes shall be recognized unless the disputing party (City on its own behalf, Local Union or District Council on its own behalf, or Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. In any cases where the City is not a party to the dispute, the City shall be provided with notice by telephone and facsimile or telegram of the dispute by the complaining party. The time limits in Section 13.1 may be extended by mutual written agreement of the parties.

12.2 Disputes shall be settled according to the following procedures:

Step 1: Within three (3) business days after the receipt of the written notice of the dispute, the Business Representative of the involved Local Union or District Council, or his/her designee, the representative of the involved Contractor/Employer and/or the representative of the City shall confer and attempt to resolve the dispute.

Step 2: In the event that the representatives are unable to resolve the dispute within the three (3) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Committee, which shall meet within ten (10) business days after such referral (or such longer time as is mutually agreed upon by all representatives of the Joint Administrative Committee), to confer in an attempt to resolve the dispute. If the dispute is not resolved within three (3) business days after its referral (or such longer time as agreed upon by the Joint Administrative Committee members) it may be referred within three (3) business days by either party to Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, the dispute shall be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Joseph Gentile; (2) Louis Zignan; (3) Fredric Horowitz; (4) Robert Steinberg; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s). A bench decision will be rendered by the Arbitrator at the time of the hearing of the dispute. A written opinion may be requested by either party. Any decision of the Arbitrator shall be subject to judicial review as specified under California law.

12.3 The time limits specified in any step of the Dispute Resolution Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute Procedure. However, failure to process a dispute, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute

without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

12.4 In order to encourage the resolution of disputes at Steps 1, 2, and 3 of the dispute procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE XIII JURISDICTIONAL DISPUTES

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

13.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and Contractors/Employers, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors/Employers and Unions.

13.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's/Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

ARTICLE XIV MANAGEMENT RIGHTS.

14.1 The Contractor/Employers retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Collective Bargaining Agreements of the Unions if applicable.

14.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Contractors/Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of the Agreement will not be recognized.

14.3 The Contractor/Employer shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Contractor/Employer shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective

craft collective bargaining agreement between the particular Contractor/Employer and Union and pursuant to this Agreement.

14.4 Nothing in this Agreement shall be construed to limit the right of any of the Contractors/Employers to select the lowest bidder he deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Contractor/Employer in accordance with the Construction Contract or Inspection Services Contract.

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

ARTICLE XV SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

15.3 The parties acknowledge that the City and Contractor/Employer have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the City's premises. Additionally, the Contractor/Employer has a "drug free" work place policy, which prohibits those working on the City's premises from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

15.4 To that end, the parties agree that the Labor/Management Memorandum of Understanding (MOU) on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades' Unions (Titled Memorandum of Understanding Testing Policy for Drug Abuse; International Union of Operating Engineers Local Union No. 12; Revised June 2009 as shown in Attachment C) shall be the policy and procedure utilized under this agreement.

ARTICLE XVI SAVINGS CLAUSE

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

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

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the City from complying with all or part of its provisions no Contractor/Employer, or Union would be bound by the provisions of Article IV. The Unions and their members shall remain bound to Article IV with respect to all Contractor/Employers who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Contractor/Employer.

ARTICLE XVII PRE-JOB CONFERENCE

17.1 A pre-job conference shall be held prior to the start of work by the prime contractor for the Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules.

ARTICLE XVIII STEWARD

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

ARTICLE XIX TERM

19.1 To the extent provided herein, this Agreement shall commence and be applicable to all Construction Contracts and Inspection Services Contracts entered into sixty (60) days after execution of this Agreement by all parties.

19.2 The Agreement shall continue in full force and effect for a period of five (5) years after the commencement date. The Agreement may subsequently extended be written amendment if agreed to by the parties.

19.3 The parties to this Agreement shall not be bound by or required to comply with the provisions of this Agreement upon expiration or termination of this Agreement.

ARTICLE XX INDEMNITY

20.1 The Unions agree to indemnify the City, their officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, direct damages, consequential damages, economic loss, damages to persons or property, other losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with this Agreement, the interpretation of an provision contained in this Agreement, the negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and/or any violation of federal, state, local, public entity or agency law, order, regulation, determination or ordinance, whether or not there is concurrent passive or active negligence on the part of the City, their officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, their officers, agents or employees, who are directly responsible to the City and in connection therewith:

(1) The Unions will defend any action or actions filed in connection with any of said claims or liabilities and will, pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(2) The Unions will promptly pay any judgment rendered against the City, their officers, agents or employees for any such claims or liabilities arising out of or in connection with the Agreement, the interpretation of any provision contained in the Agreement, the negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and/or any violation of federal, state, local, public entity or agency law, order, regulation, determination or ordinance, related to this Agreement, and the Unions agrees to save and hold the City and its officers, agents, and employees harmless therefrom;

(3) In the event the City, their officers, agents or employees is made a party to any action or proceeding filed or prosecuted against the Contractor/Employer or Union for such damages or other claims arising out of or in connection with this Agreement, the interpretation of any provision in this Agreement, negligent performance of or failure to perform any term,

provision, covenant or condition of this Agreement, and/or any violation of federal, state, local, public entity or agency law, order, regulation, determination or ordinance, the Unions agrees to pay to the City, their officers, agents or employees, any and all costs and expenses incurred by the City, their officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

ARTICLE XXI APPRENTICES

21.1 The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, 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 City, District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

21.2

(a) 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 at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower maximum percentage, and where such is the case, the applicable Union should 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.

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

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

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

ARTICLE XXII MISCELLANEOUS PROVISIONS

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

22.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to City shall be sent to the City Manager, City of Carson, 701 East Carson Street, Carson, California 90745.

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

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

22.5 Any modification to this Agreement must be in writing executed by all parties hereto.

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

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

THE CITY OF CARSON

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: Jim Dear
Mayor Jim Dear

Dated: 09/16/13

By: R. Miller
Ron Miller Executive Secretary

Dated: 12-13-13

Approved As To Form:

By: W. Wynn
City Attorney

Dated: 9/13/13

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

[Signature]

Victor Drouillet

Martin Kuzko

Frederic Harsco

Mark Thompson

Bob Hittman

Don [Signature]

A [Signature]

[Signature]

George Vasquez 64

[Signature]

Ronald [Signature]

Walter [Signature]

[Signature]

Gordon [Signature]

[Signature]

[Signature]

[Signature]

Sam [Signature]

Edmond [Signature]

[Signature]

[Signature]

[Signature]

Tile, Marble & Terrazzo #18

ROOFERS/WR LOCAL 36

IBEW LU 11

LOCAL #300

Borersmakers #9

Bricklayers #4

Insulators

IUA LOCAL 18

SCDC

U.A. 250

JUOE #17

JUOE #12

JUOE #12

Insulators

BR Carpenters

UAPLUMBERS Local Union 78

IRONWORKERS LOCAL 46

SMITH LOCAL 105

Ironworkers Local 433

Plumbers Local 200

U.A. LOCAL 709

Cement masons 500

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

Harry Goke
Don Brown
200 PR
[Signature]
[Signature]

PAT DC36
U.A. Local 345
Teamsters 986
Laborers Local 802
Plaster Tenders #1414
Gente workers local 345

SAMPLE OF ATTACHMENT "A"
COMPANY LETTERHEAD

Mr. Jerry Groomes
City Manager

City of Carson
701 East Carson Street P.O. Box 6234
Carson, CA. 90749

SUBJECT: CITY OF CARSON CONSTRUCTION, REHABILITATIONS PROJECTS
PROJECT LABOR AGREEMENT

Dear Mr. Groomes:

This is to certify that the undersigned Contractor/Employer has examined a copy of the subject Project Labor Agreement entered into by and between the City of Carson and signatory Building and Construction Trades Councils and Unions dated _____. The undersigned Contractor/Employer hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

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

Sincerely,
(Name of Construction Company)

By:
(Name and Title of Authorized Executive)

cc:

Attachment B

3 mile radius

90220 Compton, CA
90248 Gardena, CA
90502 Torrance, CA
90710 Harbor City, CA
90744 Wilmington, CA
90745 Carson, CA
90746 Carson, CA
90810 Long Beach, CA
90895 Carson, CA

90059 Los Angeles, CA
90061 Los Angeles, CA
90222 Compton, CA
90242 Downey, CA
90247 Gardena, CA
90249 Gardena, CA
90250 Hawthorne, CA
90254 Hermosa Beach, CA
90260 Lawndale, CA
90261 Lawndale, CA
90262 Lynwood, CA
90266 Manhattan Beach, CA
90274 Palos Verdes, CA

90804 Long Beach, CA
90805 Long Beach, CA
90808 Long Beach, CA
90813 Long Beach, CA
90814 Long Beach, CA
90815 Long Beach, CA
90822 Long Beach, CA
90831 Long Beach, CA
90840 Long Beach, CA
90223 Compton, CA
90224 Compton, CA
90251 Hawthorne, CA
90267 Manhattan Beach, CA

5 mile radius

90221 Compton, CA
90501 Torrance, CA
90507 Torrance, CA
90508 Torrance, CA
90509 Torrance, CA
90510 Torrance, CA
90717 Lomita, CA
90747 Carson, CA
90748 Wilmington, CA
90806 Long Beach, CA
90807 Long Beach, CA

90275 Rancho Palos Verdes,
90277 Redondo Beach, CA
90278 Redondo Beach, CA
90280 South Gate, CA
90303 Inglewood, CA
90304 Inglewood, CA
90503 Torrance, CA
90504 Torrance, CA
90505 Torrance, CA
90506 Torrance, CA
90706 Bellflower, CA
90712 Lakewood, CA
90713 Lakewood, CA
90723 Paramount, CA

90507 Torrance, CA
90508 Torrance, CA
90509 Torrance, CA
90510 Torrance, CA
90707 Bellflower, CA
90711 Lakewood, CA
90714 Lakewood, CA
90733 San Pedro, CA
90734 San Pedro, CA
90748 Wilmington, CA
90749 Carson, CA

10 mile radius

90002 Los Angeles, CA
90003 Los Angeles, CA
90044 Los Angeles, CA
90047 Los Angeles, CA

90731 San Pedro, CA
90732 San Pedro, CA
90747 Carson, CA
90755 Signal Hill, CA
90802 Long Beach, CA
90803 Long Beach, CA

90801 Long Beach, CA
90809 Long Beach, CA
90832 Long Beach, CA
90833 Long Beach, CA
90834 Long Beach, CA
90835 Long Beach, CA
90842 Long Beach, CA
90844 Long Beach, CA
90846 Long Beach, CA

90847 Long Beach, CA

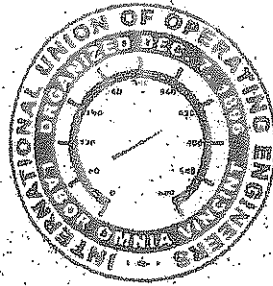
90848 Long Beach, CA

90853 Long Beach, CA

90899 Long Beach, CA

ATTACHMENT C

**MEMORANDUM
OF
UNDERSTANDING**



**TESTING POLICY FOR
DRUG ABUSE**

Revised June 2009

**International Union of
Operating Engineers
Local Union No. 12**



-INTRODUCTION-

At the June 1991 General Membership Meeting, the members in attendance acknowledged the need of some form of drug testing that would keep the jobsite safe while at the same time protect each member's individual rights under the constitution.

When signatory contractors were not being allowed to bid on projects because they had no official drug testing policy, it became obvious that we were going to have to develop a test to remedy that problem. We feel that within the confines of this addendum the best and fairest for all has been accomplished.

This Memorandum of Understanding is actually an addendum to Local 12's Master Labor Agreement. All the provisions in this shall be adhered to and enforced by Local 12. No member shall be subjected to any provision outside of this memorandum. If any employer asks a member to test for substance abuse and asks for any procedures outside of what is outlined here or in the Side Letter of Understanding on page 11 - that employer is in violation of the Master Labor Agreement and you are not required to comply.

Substance abuse has become a national problem. While jobsite safety has always been a priority in Local 12, it is not the intent of this policy to subject any member to a test that all members on a project are not subjected to.

You, as a member working under these conditions have rights as well as obligations. If you have any questions please contact this office or your business representative.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Wm. C. Waggoner', with a long, sweeping horizontal line extending to the right.

Wm. C. Waggoner, Business Manager &
General Vice President

This Memorandum of Understanding shall be considered as an addendum to the Master Labor Agreement currently in effect between the parties. It shall be effective as of the date it is signed and shall thereafter run concurrently with the Master Labor Agreement.

The parties recognize the problems which drug abuse has created in the construction industry and the need to develop drug abuse prevention programs. Accordingly, the parties agree that in order to enhance the safety of the workplace and to maintain a drug free work environment, individual Employers may require applicants or employees to undergo drug testing. The parties agree that if a testing program is implemented by an individual Employer, the following items have been agreed upon by the Labor and Management and will apply.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances 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 Master Labor Agreement.

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

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 International Union of Operating Engineers, 150 East Corson Street, Pasadena, California 91103. 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 Master 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 a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraph 5(f)(1) through 5(f)(3) of this Agreement. 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 Multiplies Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by 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 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 Union. Notice to the Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the Operating Engineers 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.

a. 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 Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on construction projects 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 applicable Master Labor Agreement.

9. The establishment or operation of this Agreement 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 of 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 Union. Such release to the Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

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

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

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

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug 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
Amphetamines	EMIT	1000 ng/ml*	GC/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	GC/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	GC/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	GC/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	GC/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	GC/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	GC/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	GC/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	GC/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	GC/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

GC/MS - Gas Chromatography/Mass Spectrometry

**SIDE LETTER
OF
UNDERSTANDING**

In regard to the Memorandum of Understanding on Drug Abuse Prevention and Detection agreed to by the parties, it is agreed that if, as a condition of contract award or due to Federal, State or Governmental Agency requirements, an individual Employer is required to abide by or implement more stringent requirements than set forth in the Memorandum of Understanding, the individual Employer will notify the Union in writing of those requirements. The Union reserves the right, upon receiving notification, to require the individual Employer to meet to negotiate any changes.

Agreed to this 18th day of June, 1991.

**ASSOCIATED GENERAL
CONTRACTORS OF CALIFORNIA, INC.**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

Wm. C. Waggoner
Business Manager

Mickey J. Adams
President

Ronald J. Sikorski
Vice President

SIDE LETTER
OF
AGREEMENT
TESTING POLICY
FOR DRUG ABUSE

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

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

Agreed to this 5th day of November, 2004.

**ASSOCIATED GENERAL
CONTRACTORS OF CALIFORNIA, INC.**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL UNION NO. 12**

Wm. C. Waggoner
Business Manager

Mickey J. Adams
President

Ronald J. Sikorski
Vice President