Harbor Department
Agreement 11-2955
City of Los Angeles

CITY OF LOS ANGELES

Harbor Department

THE PORT
OF LOS ANGELES

Project Labor Agreement (PLA)

WITH

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

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES HARBOR DEPARTMENT

TABLE OF CONTENTS

Introduction and Findings 2
I. Definitions 5
II. Scope of Agreement 10
III. Effect of Agreement 13
IV. Work Stoppages, Strikes, Sympathy Strikes and Lockouts 14
V. No Discrimination 21
VI. Union Security 21
VII. Referral 21
VIII. Wages and Benefits 31
IX. Employee Grievance Procedure 32
X. Department Policies And Procedures 33
XI. Compliance 34
XII. Joint Administrative Committee 35
XIII. Grievance Arbitration Procedure 36
XIV. Jurisdictional Disputes 38
XV. Management Rights 39
XVI. Safety, Protection of Person and Property 41
XVII. Savings Clause 42
XVIII. Steward 43
XIX. Term 44

Attachment "A" - Letter of Assent
Attachment "B" - MOU on Drug Abuse Prevention and Detection
Attachment "C" - Craft Request Form
Attachment "D" - Trade Union Contact Numbers
Attachment "E" – Five-Year Capital Improvement Program List (CIP)

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES

HARBOR DEPARTMENT

INTRODUCTION AND FINDINGS

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

WHEREAS, the Port of Los Angeles is among the world's premier ports and is a critical hub for global trade; and

WHEREAS, the Port of Los Angeles is the nation's busiest container port, and the Port's 7,500 acres, 43 miles of waterfront, 270 berths and 26 cargo terminals represent a critical segment of the U.S. trade infrastructure and the global supply chain; and

WHEREAS, in addition to containerized cargo, the Port's diverse maritime operations handle bulk products, scrap metal, steel, and cruise passengers, with regularly scheduled vessel calls increasing the need for more terminal acreage and more efficient operations, as well as transforming the Port into a model environmental-friendly gateway through the implementation of the San Pedro Bay Ports Clean Air Action Plan; and

WHEREAS, the Harbor Department is responsible for construction, renovation, maintenance and operation of the facilities and infrastructure of the Port of Los Angeles,

including capital improvement projects throughout the Port; and

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

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

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

WHEREAS, the interests of the Harbor Department, the general public, the City, the Unions, contractors, subcontractors, employers and workers would be best served if the construction work proceeded in an orderly manner free of disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns or other interferences with work; and

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

WHEREAS, the Contractor/Subcontractor/Employer(s) (C/S/E) and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the

workers employed on these Projects by the C/S/Es, and further, to encourage close cooperation among the C/S/Es, and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the Parties to this Agreement; and

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

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

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

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

underemployment; and

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

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

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

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

ARTICLE I

DEFINITIONS

1.1 "Agreement" means Project Labor Agreement and its applicability to all Projects.

1.2 "Apprentice" means any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations (DIR) Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, indentured in a bona fide Labor/Management construction apprenticeship program, approved by the US Department of Labor (DOL) and California DAS.

1.3 "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California Division of

Apprenticeship Standards (DAS) or in the case of Projects with federal funding, approved by the US DOL and California DAS.

1.4 "Area Median Income" (AMI) means the area median income from the Los Angeles-Long Beach Metropolitan Statistical Areas, as determined annually by the U.S. Department of Housing and Urban Development.

1.5 "Awarding Authority" means the City of Los Angeles, acting by and through the Board of Harbor Commissioners, or any employee or officer of the Board, that is authorized to award or enter into any contract on behalf of the Board.

1.6 "Board" means the Los Angeles Board of Harbor Commissioners.

1.7 "Bureau of Contract Administration" (BCA) means the designated bureau within the City's Department of Public Works which may provide support services to the Harbor Department in administering this Agreement.

1.8 "City" means the City of Los Angeles, a municipal corporation, and all City awarding authorities.

1.9 "Committee" the means Joint Administrative Committee as described in Article XII of this Agreement.

1.10 "Concentrated Poverty Neighborhood" means 40% or more of the households in a census tract are below the Federal poverty threshold.

1.11 "Construction contract" means a City contract which has been awarded by the Board, and is necessary to complete the Harbor Department Project.

1.12 "Contractor/Subcontractor/Employer(s)" (C/S/E) means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract

with the Harbor Department or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Board and which incorporate this Agreement.

1.13 "Core Worker" means a verifiable member of a C/S/E's core workforce for the purpose of this Agreement if the worker's name appears on the C/S/E's active payroll for 60 of 100 working days prior to the award of the construction contract and meets all standards required by applicable local, state or federal law or regulation.

1.14 "Covered Project(s)" or "Project" means a project or projects which have been included within the Five-Year Capital Improvement Program ("CIP") Project List and covered by this Agreement or so designated by the Board. The Board may identify additional projects that are appropriate for coverage by the Agreement for inclusion under the CIP and include such projects by Board Resolution. The Board shall request an annual review of the Harbor Department Capital Improvement Program to identify any new projects appropriate for inclusion with in the CIP.

1.15 "Disadvantaged Worker" means any individual whose primary place of residence is within a Tier 1 or Tier 2 zip code, and who prior to commencing work on a Project has been certified by the Jobs Coordinator as either (a) having a household income less than 50% of the AMI, or (b) facing one of the following barriers to employment: being homeless, receiving public assistance, lacking a GED or high school diploma, having a history of involvement with the justice system, single parent, or suffering from chronic unemployment or underemployment as defined in the Policy.

1.16 "Employment Hiring Plan" (EHP) means a C/S/E's detailed hiring plan as described in BCA's Targeted Hiring Guidelines for Contractors and the Policy or other applicable

Department policy.

1.17 "Engineer" means the Chief Harbor Engineer of the City of Los Angeles Harbor Department, Construction Division, or its authorized representative.

1.18 "FHWA Project" means a Harbor Department Project that is funded in whole or in part by the Federal Highway Administration (FHWA).

1.19 "Jobs Coordinator" means the Prime Contractor's designated person, agent or agency that will facilitate the local hire referral process with the C/S/E, Unions and other referral organization, as described in the Construction Careers Policy. The Jobs Coordinator must be able to demonstrate or document to the Department or its designee that it has the requisite qualification and/or experience to fulfill the duties and responsibilities as outlined in the Policy.

1.20 "LA/OCBTC" (Trades Council) means the Los Angeles/Orange Counties Building and Construction Trades Council.

1.21 "Letter of Assent" means the document that each C/S/E (of any tier) must sign and submit to the Engineer or designated administrator, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement and Policy.

1.22 "Local Resident" means an individual whose primary residence is within the Tier 1 or 2 zip code areas and any of the following are acceptable forms of proof of residency: (i) Copy of a current residential lease with the eligible household member's name listed on it; (ii) Valid driver's license or State ID card with a City of Los Angeles address; (iii) Medical card with current address; (iv) Utility bill with eligible household member's name on it; (v) Voter's registration card; or (vi) Other proof of residence address deemed acceptable by BCA.

1.23 "Plan" means the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry as referenced in Article XIV of this Agreement.

1.24 "Policy" means the Harbor Department Construction Careers Policy.

1.25 "Subscription Agreement" means the contract between a C/S/E and a Union's Labor/Management Trust Fund(s) that allows the C/S/E to make the appropriate fringe benefit contributions in accordance with the terms of the contract.

1.26 "Targeted Hiring Guidelines for Contractors" means the document provided by the Department to assist C/S/E's in implementing the targeted hiring procedures.

1.27 "Tier 1" means the zip codes identified in Article 7.4 of the PLA, which fall within an approximate ten mile radius of the Port and in which the rate of unemployment is in excess of 125% of the County of Los Angeles' unemployment rate at the time of application and/or are within the area of Port-related operations and activity.

1.28 "Tier 2" means the zip codes within the City, identified in Article 7.5 of this Agreement, where the rate of unemployment is in excess of 100% of the County of Los Angeles' unemployment rate at the time of application.

1.29 "Five-Year Capital Improvement Program ("CIP") Project List" means the list of Harbor Department projects included as Attachment E hereto that will operate under the Harbor Department PLA.

1.30 "Union(s)" 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 or any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have

through their officers executed this Agreement.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply and is limited to all C/S/Es performing construction on a Harbor Department Project, the Board, and the Unions (signatory Unions or otherwise).

2.2 Project Description: The Agreement shall apply to all CIP construction contracts awarded by the Board. The Board has the absolute right to combine, consolidate or cancel contracts or portions of contracts identified as part of the Project. Should the Board remove any contract from the Project and thereafter authorize that construction work be commenced on the contract, the contract may, at the discretion of the Board, be performed under the terms of the Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. It is understood that this is a self-contained, stand alone Agreement and that by virtue of having become bound to this Agreement, neither the Prime Contractor, Employer, nor the Subcontractor (of any tier) or owner-operator will be obligated to sign any other local, area, or national agreement. It is further agreed that, where there is conflict, the terms and conditions of this Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements (Schedule A Agreements) except for all work performed under

the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and control systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article IV (Work Stoppages, Strikes, Sympathy Strikes and Lockouts), Article XIII (Grievance and Arbitration Procedure) and Article XIV (Jurisdictional Disputes) of this Agreement, which shall apply to such work. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the grievance arbitration procedure set forth in Article XIII of this Agreement except for those disputes exempted from the grievance procedure pursuant to Article 13.1. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A Agreement for determining the wages, hours of working conditions of employees on a Project shall be resolved under the grievance procedures established in this Agreement.

2.4 Exclusions:

(1) The Agreement shall be limited to construction work on a Project which is approved by the Board, and is not intended to, and shall not apply to any construction work performed at anytime prior to the effective date, or after the expiration or termination of the Agreement, or on other City projects.

(2) The Agreement is not intended to, and shall not, affect or govern the award of contracts by the Board, which are outside the approved scope of the Project.

(3) The Agreement is not intended to, and shall not, affect the operation or maintenance of any facilities whether related or not to Projects.

(4) The Agreement shall not apply to a C/S/E's executives, managerial employees, engineering employees, supervisors (except those covered by Schedule A collective bargaining agreements), office and clerical employees, or any other employee not performing construction craftwork.

(5) Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement.

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

(7) This Agreement shall not apply to City employees.

(8) This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, management or other supervisory services on the Project, provided such entities do not perform craft employee construction work on the Project with their own employees or to customer service work performed post completion by an entity other than the C/S/E that performed the original construction work.

(9) The Agreement shall not apply to Harbor Department construction contracts

or Projects, if the federal funding source has established provisions or rules that forbid the inclusion of a Project Labor Agreement.

(10) FHWA Projects: All provisions of this Agreement shall apply to the project, in accord with the policies and conditions under which the FHWA funds are received from the U.S. Department of Transportation.

(11) Out-of State Workers: hours worked by residents of states other than California shall not be included in calculation of total hours of Project work for purposes of the percentage requirements set forth by the Agreement.

(12) Notwithstanding the foregoing, demolition and asbestos abatement shall constitute work covered by the Project Labor Agreement when such work is part of a Covered Project.

ARTICLE III

EFFECT OF AGREEMENT

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

3.2 By accepting the award of a construction contract for a Project, whether as a C/S/E, the C/S/E agrees to be bound by each and every provision of the Agreement.

3.3 At the time that any C/S/E enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the C/S/E shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting the award of a construction subcontract to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work. See Attachment "A" for a sample Letter of Assent. Further,

C/S/Es not signatory to the established Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement(s) for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Labor/Management Trust Funds covering the work performed under this agreement before work is commenced on the Project.

3.3.1 Approval of any C/S/E to perform work on the Project will be contingent upon the submittal of its Letter of Assent and its Employment Hiring Plan.

3.4 This Agreement shall only be binding on the signatory C/S/Es hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any construction contract prior to the execution of this Agreement.

ARTICLE IV

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

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

(1) During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, hand billing, slowdown, withholding of work, refusal to work, lockout, sick-out, walk-off, sit-down, stand-in, wobble, boycott, or other work stoppage, disruption, advising the public that a labor dispute exists, or other impairment of any kind for any reason by the Unions or employees employed on the Project, at the job site of the Project, or at any other facility of the City because of a dispute on this Project.

(2) As to employees employed on the Project, there shall be no lockout of any kind by any C/S/E(s) covered by the Agreement. The C/S/E(s) may lay off employees for lack of work or delay of work on the Project.

(3) The Unions agree that they shall not sanction in any way any picket line or

other impairment of the work on the Project and will affirmatively take all measures necessary to effectively induce their respective members to cross any and all picket lines and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves.

(4) The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site or C/S/E's business site that will economically and/or materially affect the completion of the Project. Any such costs that economically and/or materially harm the City shall be borne by the affected Union and made payable to the City.

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

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

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

(iii) Upon the payment of the delinquent C/S/E of all monies due and then

owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the C/S/E shall return all such members back to work.

4.2 Expiration of Local Agreements: If the Schedule A Agreement, 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 4.1 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 for purposes of prevailing wage requirements under this Agreement at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(1) 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 Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

(2) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and

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

(3) Some C/S/Es may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1) above and other C/S/Es may elect to continue to work on the Project under the retroactivity option offered under paragraph (2) above. To decide between the two options, C/S/Es will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (1) above, which ever is the later date.

4.3 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu

of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

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

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Paul Greenberg
5. William Rule

The Parties agree these shall be the five permanent Arbitrators under this procedure. In the event that none of the five permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. John Kagel
2. Lou Zigman
3. Wayne Estes

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 Union and the Contractor involved

and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation and to the Trades Council and involved local Union if a Union is alleged to be in violation.

(2) Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

(3) The Arbitrator shall notify the Parties by telephone and by facsimile or telegram of the place and time for the hearing. Notice shall be given to the individual Unions alleged to be involved; however, notice to the 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, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator.

(4) The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article IV has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The decision shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or

enforcement of the decision. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties by hand or registered mail upon issuance.

(5) Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.2(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 decision shall be served on all Parties by hand or delivered by registered mail.

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

(7) The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the C/S/E(s) involved.

4.4 The procedures contained in Section 4.3 shall be applicable to alleged violations of Article IV to the extent any conduct described in 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 Article IV shall be resolved under the applicable grievance adjudication procedures for these other Articles.

ARTICLE V

NO DISCRIMINATION

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

ARTICLE VI

UNION SECURITY

6.1 The C/S/Es recognize the Unions as comprising the respective sole bargaining representatives for 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 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 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.

ARTICLE VII

REFERRAL

7.1 The Union(s) shall be the primary source of all craft labor employed on the Project(s) and will exert their best efforts to recruit and identify individuals, particularly residents residing in the Tier 1 or 2 zip code areas, as well as those referred by the

Jobs Coordinator, for entrance into joining labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs.

In the event that the C/S/E has his or her own Core Worker(s), and wishes to employ such workers to perform covered work, the C/S/E shall employ such workers in accord with the provisions of this Article VII. The following process shall govern the employment of workers at the Project:

(1) A worker shall be considered a member of a C/S/E's core workforce for the purposes of this Article if the worker's name appears on the C/S/E's active payroll for 60 of the 100 working days before award of the construction contract and meets the required definition of 1.13 above. The C/S/E shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by the City. The number of Core Workers on this Project shall be governed by the following procedure: one Core Worker shall be selected and one worker from the hiring hall of the affected trade or craft and this process shall repeat until such C/S/E's requirements are met or until such C/S/E has hired ten (10) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall first be requisitioned from the hiring hall in accordance with other provisions in Article VII.

(2) In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the C/S/E under this Agreement. This provision applies only to employees who were not working under the terms of a Schedule A Agreement at the

time of their transfer to the work covered under this Agreement and is not intended to limit transfer provisions of the Schedule A Agreements of any Union.

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

7.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a C/S/E for Local Residents and/or Disadvantaged Workers within a twenty-four (24) hour period, the C/S/E shall be free to obtain Local Residents and/or Disadvantaged Workers from any source. However, for all other requisitions by a C/S/E for non-Local Residents or non-Disadvantaged Workers, only after a forty eight (48) hour period after such requisition is made by the C/S/E shall the C/S/E be free to obtain work persons from any source if the Unions are unable to fill the requisition. However, the C/S/E is still responsible for complying with conditions and requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

7.3.1 (a) The C/S/E's must document, from the applicable Tiers, all efforts made to comply with the targeted hiring process to locate and hire Local Residents and/or Disadvantaged Workers. The C/S/E may employ Local Residents and/or Disadvantaged Workers referred by the Jobs Coordinator. However, in the event the Jobs Coordinator is unable to fill the requisition of a C/S/E for Local Residents and/or Disadvantaged Workers, the C/S/E may utilize any organization, such as those listed in the Targeted Hiring Guidelines for Contractors, to assist them in satisfying the requirements of the Targeted Hiring Guidelines for Contractors and the Policy.

(b) The C/S/E shall inform the Unions, Job Coordinator and the BCA of the name, address, worker craft classification and social security number of any worker hired from other sources upon their employment on the Project(s).

(c) No Local Resident and/or Disadvantaged Worker, having been pre-screened and/or pre-qualified by the Jobs Coordinator, and employed by the C/S/E to work on the Project, shall be required to participate in any Joint Labor/Management "boot camp" or pre-apprentice program that will unnecessarily delay the Local Resident and/or Disadvantaged Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

(d) Any work person hired under this Section 7.3, as well as all other workers hired under this Article VII, shall be obligated to comply with the Union Security provisions of this Agreement.

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

Tier 1 Zip Codes

90002	90222	90303	90732	90810
90003	90242	90501	90744	90813
90044	90247	90502	90745	90814
90047	90248	90706	90746	90815
90059	90249	90710	90802	90822
90061	90250	90712	90804	90840
90220	90262	90723	90805	
90221	90280	90731	90806	

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

Tier 2 Zip Codes

90004	90024	90045	91042	91367
90005	90026	90046	91303	91401
90006	90027	90048	91304	91402
90007	90028	90049	91306	91405
90008	90029	90057	91307	91406
90010	90031	90058	91324	91411
90011	90032	90062	91325	91423
90012	90033	90063	91330	91601
90013	90034	90065	91331	91602
90014	90035	90066	91335	91604
90015	90036	90068	91340	91605
90016	90037	90071	91342	91606
90017	90038	90073	91343	91607
90018	90039	90089	91345	
90019	90041	90095	91352	
90020	90042	90291	91356	
90021	90043	91040	91364	

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

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

(1) The following percentages shall be the targeted hiring for the Project:

(a) At least 30% of total work hours shall be performed by Local Residents residing within Tier 1 described in Article 7.4. If the 30% local hire is not attained utilizing the Tier 1, the outreach shall expand to the Tier 2 as described in Article 7.5 of this Agreement.

(b) At least 10% of total work hours shall be performed by Disadvantaged Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 respectively. These hours may be applied towards the 30% Local Resident targeted hiring.

(c) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeymen established by the applicable craft union's DAS approved apprenticeship standards. The Parties agree that residents in the Tier 1 or 2 zip code areas will perform 50% of all apprenticeship hours worked on the Project.

An apprentice who begins his/her period of apprenticeship as a resident in the Tier 1 or 2 zip code areas will retain that status for the entire apprenticeship, regardless of any changes in the apprentice's residence provided the Unions submit to BCA the necessary identifying information to enable the tracking of such apprentices, if requested by BCA.

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

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

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

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

7.7 The Disadvantaged Workers will be referred to the Unions from the Jobs Coordinator qualified to perform construction jobs coordination and related services. The Jobs Coordinator shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. The following

criteria will be used to identify the Disadvantaged Worker:

a. Household income below 50% of the AMI or one of the following:
b. Being Homeless;
c. Receiving Public Assistance;
d. Lacking a GED or high school diploma;
e. Having a history of involvement with the justice system;
f. Single parent;
g. Suffering from chronic unemployment or underemployment.

For an individual to qualify under this program, the Jobs Coordinator shall verify the presence of one of the above criteria and primary place of residence within the City.

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

7.9 The Unions and C/S/Es agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on a Project and of apprenticeship and employment opportunities for a Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

7.10 C/S/Es agree to only use the Craft Request Form (See Attachment C) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Residents, Disadvantaged Workers, and/or general dispatch.

7.10.1 When Local Residents and/or Disadvantaged Workers are requested by the C/S/Es, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

7.10.2 In the event that a C/S/E, having not achieved its targeted hiring participation levels, requests a Local Resident and/or Disadvantaged Worker from the Union hiring facility, and is referred a worker who is not a Local Resident and/or Disadvantaged Worker, the C/S/E is under no obligation to hire the referred worker for the Project work and shall notify the Union hiring facility and the Jobs Coordinator.

7.10.3 The C/S/Es, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by the Harbor Department representative as described in Article XI of this Agreement.

7.11 Apprentices

(a) 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 Harbor Department's and the City's local work force, and the opportunities to provide continuing

work for Projects covered by this Agreement. To these ends, the Parties shall facilitate, encourage, and assist Local Residents and/or Disadvantaged Workers within Tier 1 or 2 zip code areas to commence and progress in Labor/Management apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The Harbor Department, Jobs Coordinator, Work Source Centers, other non-profit entities, organizations and the Unions, will work cooperatively to identify, or establish and maintain effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs maintained by the signatory unions.

(b) Unions shall track retention of Apprentices hired through this program for so long as those Apprentices participate in a joint labor/management apprenticeship program. The signatory unions shall collect the tracking information from the Unions and shall submit quarterly retention reports to the Harbor Department in the agreed upon format.

(c) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a

question arise as to a journeyman's qualification under this subsection, the C/S/E shall provide adequate proof evidencing the worker's qualification as a journeyman.

ARTICLE VIII

WAGES AND BENEFITS

8.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations or as established by the US DOL if applicable. If a prevailing rate increases during the term of this Agreement under State law or Federal law, the Contractor shall pay the rate as of its effective date under the applicable law. This Agreement does not relieve C/S/E(s) from any independent contractual or other obligation they may have to pay wages and/or fringe benefits in excess of the prevailing wage determination as required. If the prevailing wage laws are repealed during the term of this Agreement, the contractor shall pay the wage rates established under the Schedule A Agreements, except as otherwise provided in this Agreement.

8.2 Benefits.

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

(b) C/S/Es shall pay contributions to the established employee benefit funds in

the amounts designated in the appropriate Schedule A Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A Agreement; provided, however, that the C/S/E 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 C/S/E on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. C/S/Es directly Signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. Bona fide jointly-trusteed benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A Agreement or by the Parties to this Agreement during the life of this Agreement may be added, provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

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

ARTICLE IX

EMPLOYEE GRIEVANCE PROCEDURE

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

ARTICLE X

DEPARTMENT POLICIES AND PROCEDURES

10.1 All construction contracts identified by the Harbor Department as part of the Project shall include the following provisions. Such provisions include, but are not limited to:

(1) All persons who perform labor in the execution of a construction contract shall be paid the prevailing rate of wages applicable to the classification as provided in Article III, Section 377 of the Los Angeles City Charter.

(2) All C/S/Es shall provide information concerning their experience, financial qualifications, including proof of a current State Contractor's License, Business Tax Registration Certificate, and ability to perform said contract or subcontract.

10.2 In addition to the above requirements, the C/S/Es and Unions understand and agree that all construction contracts shall be awarded in accordance with other applicable provisions of the Los Angeles City Charter ("Charter") (effective July 1, 2000), and the Los Angeles Administrative Code ("Administrative Code") (and any future amendments applicable thereto), including but not limited to:

(1) Los Angeles City Charter Article III, Section 371 (award of construction

contracts to the lowest responsible bidder);

(2) Harbor Department policies providing Small Business Enterprises ("SBE"), Very Small Businesses ("VSBE"), and Minority-Owned, Women-Owned and all Other Business Enterprises ("MBE"/"WBE"/"OBE") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities.

ARTICLE XI

COMPLIANCE

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

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

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

12.1 The Parties to this Agreement shall establish an eight (8) person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative selected by the Board; one (1) representative of the Executive Director; one (1) representative of the Engineer; one (1) representative of the prime contractor, and four (4) representatives of the signatory Unions to be appointed by the Trades Council established 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.

12.2 The JAC shall meet as required to review the implementation of this Agreement and the progress of the Project and resolve problems or disputes by majority vote with such resolutions to be binding on all signatories of the Agreement as provided herein. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement.

12.3 A quorum will consist of at least two (2) City and two (2) signatory union representatives. For voting purposes, only an equal number of City and signatory union

representatives present may constitute a voting quorum.

ARTICLE XIII

GRIEVANCE ARBITRATION PROCEDURE

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

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

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

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

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

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

13.3 The time limits specified in any step of the Grievance Arbitration Procedure set forth in Section 13.2 may be extended by mutual agreement of the Parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing and/or resolution of like or similar grievances.

13.4 Grievances which are settled directly by the Parties to such grievance shall not be precedent setting.

13.5 The Harbor Department or its designated representative shall be given advance notification of all proceedings of all actions at Steps 2 and 3 and may observe such proceedings upon request.

ARTICLE XIV

JURISDICTIONAL DISPUTES

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

14.2 All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the C/S/Es and Unions. A decision shall not award back pay or any other

damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision.

14.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature and the C/S/E's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

14.4 Pre-Job Conference. 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.

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

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The C/S/Es shall 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.

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

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

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

15.5 It is recognized that certain materials, equipment and systems of a highly

technical and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it will be pre-fabricated, pre-piped, pre-wired and/or installed under the supervision and direction of the Harbor Department, City and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Section 4.1 or 4.2.

ARTICLE XVI

SAFETY, PROTECTION OF PERSON AND PROPERTY

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

16.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E and the Harbor Department. These rules will be published and posted in conspicuous places throughout the work site. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, including discharge.

16.3 The Parties acknowledge that the Harbor Department and the C/S/E have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the Harbor Department's premises. Additionally, the C/S/E has a "drug free" work place policy, which prohibits those working on the Harbor Department's premises from having a level of alcohol in

their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

16.4 To that end, the Parties agree 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 shall be the policy and procedure utilized under this Agreement. The MOU is appended to this Agreement as Attachment B.

ARTICLE XVII

SAVINGS CLAUSE

17.1 The Parties agree that in the event any article, provision, clause, sentence or work of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of 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 word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

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

17.3 If a court of competent jurisdiction determines that all or part of the Agreement

is invalid and/or enjoins the City or the Harbor Department from complying with all or part of its provisions and the Board accordingly determines that the Agreement will not be required as part of an award to a C/S/E, the Unions will no longer be bound by the provisions of Article IV to the extent that such C/S/E is no longer bound. The Unions and their members shall remain bound to Article IV with respect to all other C/S/Es who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such C/S/Es.

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

ARTICLE XVIII

STEWARD

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

18.2 Authorized representatives of the Union(s) shall have access to the Covered

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

ARTICLE XIX

TERM

19.1 This Agreement shall commence upon execution by all Parties (the City of Los Angeles Harbor Department and the Los Angeles/Orange Counties Building and Construction Trades Council and the Craft Unions signatory to this Agreement) and shall continue in full force and effect from the date of execution by all Parties for a period of five (5) years. During the term of this Agreement, upon request by either Party or by mutual consent, the Parties will meet to discuss the application of and their experience with this Agreement. As a result of any such meeting, the Parties may, but shall not be obligated to, mutually agree to amendments or modification of this Agreement.

19.2 The Agreement shall continue in full force and effect for each covered Project until project acceptance by the Board. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.

19.3 Any covered Project awarded during the term of this Agreement shall continue to

be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

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

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

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney

By: _____ Date: 4-7-2011
Hugo S. Rossitter
Deputy City Attorney

THE CITY OF LOS ANGELES HARBOR DEPARTMENT

By: _____ Date: 5/16/11
Geraldine Knatz
Executive Director

By: _____ Date: 05/16/11
Rose Dworshak
Commission Secretary

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: 3/25/11
Richard Slawson
Executive Secretary
Los Angeles/Orange County Building
And Construction Trades Council

By: _____ Date: 3/25/11
President
Building and Construction
Trades Department, AFL-CIO

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

Cement Masons (Local 500)

Electricians (Local 11)

Elevator Constructors (Local 18)

Glaziers (Local 636)

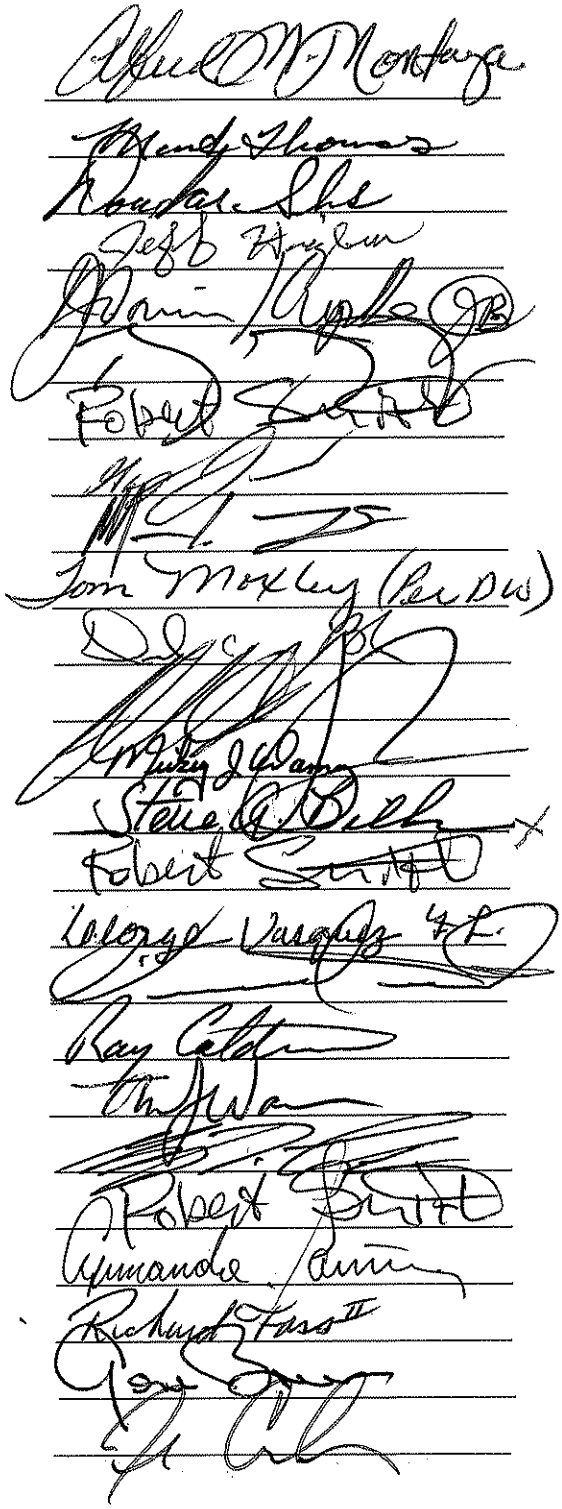
Gunite Workers (Local 345)

Iron Workers (Reinforced – Local 416)

Iron Workers (Structural – Local 433)

Laborers (Local 802)

Operating Engineers (Local 12)



Painters & Allied Trades DC 36

Pipe Trades (Local 250)

Pipe Trades (Local 345)

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

Plumbers (Local 78)

Resilient Floor & Dec. Cov. (Local 1247)

Roofers & Waterproofers (Local 36)

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

Tile, Marble & Terrazo Layers (Local 18)

ATTACHMENT "A"

COMPANY LETTERHEAD

Date: _____

Mr. Shaun Shahrestani
Chief Harbor Engineer
Construction Division
Port of Los Angeles
425 S. Palos Verdes Street
San Pedro, CA. 90731

SUBJECT: LETTER OF ASSENT

Dear Mr. Shahrestani:

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 Los Angeles Harbor Department 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 the 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 _____ day of _____, _____, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By:_____
(Name and Title of Authorized Executive)

cc:

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.

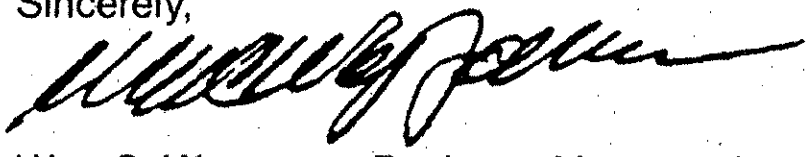
When signatory contractors were not being allowed to bid on projects because they had no official drug testing policy, it became obvious that we were going to have to develop a test to remedy that problem. We feel that within the confines of this addendum the best and fairest for all has been accomplished.

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,



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

Attachment C
CITY OF LOS ANGELES HARBOR DEPARTMENT
REQUEST/VERIFICATION FOR CRAFT EMPLOYEES
(INSERT NAME OF PROJECT)

INSTRUCTIONS

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

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

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

Please provide me with union craft workers per the Harbor Department PLA that fulfills the requirements for this project as defined below:

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

SEE ATTACHED TIER 1 AND TIER 2 ZIP CODES

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

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

Employee Name	Address	Zip Code

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

Total Workers Requested_____

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

Site Address: _____

Report to (On-Site Contact): _____

On-Site Tel.#: ( ) _____

Fax: ( ) _____

Comments or special requirements:

Union Use Only
(Fax the Completed Form Back to Contractor)

Reception Date:_____ Dispatch Date:_____ Received By:_____

Requested Dispatch	Available for Dispatch	Unavailable for Dispatch
30% Local	9	9
10% At-Risk	9	9
General Dispatch	9	9

Comments:

ATTACHMENT D

Harbor Department PLA Construction Trade Unions Contact Numbers

Asbestos Heat & Frost Insulators (Local 5)
670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)
2260 S. Riverside Avenue
Bloomington, CA 92316
Tel: (909) 877-9382
Fax: (909) 877-8318

Bricklayers & Allied Craftworkers (Loc. 4)
12921 Ramona Blvd., Suite F
Irwindale, CA 91706
Tel: (626) 573-0032
Fax: (626) 573-5607

Tile, Marble & Terrazo Layers (Local 18)
9732 E. Garvey Ave., Suite 200
So. El Monte, CA 91733
Tel: (626) 329-0369
Fax: (626) 329-0374

Electricians (Local 11)
297 N. Marengo Avenue
Pasadena, CA 91101
Tel: (626) 243-9700
Fax: (626) 793-9743

Elevator Constructors (Local 18)
100 S. Mentor Avenue
Pasadena, CA 91106
Tel: (626) 449-1869
Fax: (626) 577-1055

Operating Engineers (Local 12)
150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Glaziers (Local 636)
2333 No. Lake Avenue, Unit F
Altadena, CA 91001
Tel: (626) 448-1565
Fax: (626) 797-8395

Gunite Workers (Local 345)
P.O. Box 3345
Burbank, CA 91508
Tel: (818) 846-1303
Fax: (818) 846-1226

Iron Workers (Reinforced – Local 416)
13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)
17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers (San Pedro/Port of LA – Local 802)
540 N. Marine Avenue, P.O. Box 518
Wilmington, CA 90748
Tel: (310) 834-5233
Fax: (310) 549-3121

Painters & Allied Trades DC 36
2333 N. Lake Avenue, Unit H
Altadena, CA 91001
Tel: (626) 584-9925
Fax: (626) 584-1949

Plumbers (Local 78)
1111 West James Wood Boulevard
Los Angeles, CA 90015
(213) 688-9000

Pipe Trades (Local 250)
Steamfitters/Air Conditioning/ Refrigeration / Industrial Pipefitters
18355 S. Figueroa St.
Gardena, CA 90248
Steamfitters: Tel: (310) 660-0035
Fax: (310) 329-2465
AC/Refrig. Tel: (310) 660-0045
FAX: (310) 329-2465

Pipe Trades (Local 345)
Landscape, Irrigation, Underground & Specialty Piping
1430 Huntington Dr.
Duarte, CA 91010
Tel: (626) 357-9345
Fax: (626) 359-0359

Pipe Trades (Sprinkler Fitters – Local 709)
12140 Rivera Road
Whittier, CA 90606
Tel: (562) 698-9909
Fax: (562) 698-7255

Plasterers (Local 200)
Plasterers
1610 W. Holt Ave.
Pomona, CA 91768
Tel: (909) 865-2240
Fax: (909) 865-9392

Cement Masons #500
1605 N. Susan St.
Santa Ana, CA 92703
(714) 554-0730

Resilient Floor & Dec. Cov. (Local 1247)
8051 Pioneer Blvd.
Whittier, CA 90606
Tel: (562) 695-7402
Fax: (562) 695-6337

Roofers & Waterproofers (Local 36)
5380 Poplar Blvd.
Los Angeles, CA 90032
Tel: (323) 222-0251
Fax: (323) 222-3585

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

Teamsters (Local 986)
1198 Durfee Avenue
So. El Monte, CA 91733
Tel: (626) 350-9860
Fax: (626) 448-0986

ATTACHMENT E "CIP"
Harbor Department Calendar Years 2011 Thru 2015
Capital Improvement Program (CIP) Project List

ProjectTitle	Anticipated Start
Berth 136-147 Admin Bldg. & Main Gate	2011/2012
San Pedro Waterfront Enhancements- Cabrillo Bch Rec Area	2011/2012
Berth 302-305 AMP Phase 2	2011/2012
B212-216 AMP Phase 2 & B214-215 AMP Retrofit	2011/2012
SP Waterfront Downtown Harbor Water Cuts Phase 1	2011/2012
Berth 304 AMP Phase 1 & Substation 2 upgrade	2011/2012
Berth 200 Rail Yard	2012/2013
Berth 306 Wharf, Backlands, & AMP	2012/2013
South Wilmington Grade Separation	2012/2013
John S. Gipson Intersection & NB I-110 Ramp Imp.-110/SR47 Connector	2012/2013
C Street/I-110 Access Ramp Imp.	2012/2013
Berths 302-305 Bldgs, Gates, & Backlands	2012/2013
Berth 100-102 14 Acre Backland, South Wharf Ext., & AMP	2012/2013
Berth 187-191 Motems	2012/2013
Berths 167-169 Motems	2012/2013
SAN Pedro Waterfront Downtown Harbor Land Imp. & Ralph J. Scott Display	2012/2013
Berth 102 27 Acre Backlands Dev.	2012/2013
Site and Landscape Improvements	2012/2013
Berth 125-129 AMP	2012/2013
Berth 230-232 AMP	2012/2013
Berth 100-109 Marine Operations & Crane Maint. Bldgs.	2012/2013
Berth 401-406 AMP	2012/2013
Berth 142-147 Backlands Imp.	2013/2014
Berth 142-147 ICTF & Backlands Imp.	2013/2014
Berth 136 Backland Expansion 5 Acres	2013/2014
SPW Downtown Harbor Landside Phase 2	2014/2015
SPW Downtown Harbor Watercut Phase 2	2014/2015
Pier 500 Container Terminal Landfill	2015/2016
Berth 214-219 Wharf Replacement	2015/2016
Berth 121-131 Wharf Upgrades	2015/2016
Avalon Boulevard Corridor - Phase 1 - South	2015/2016
Berths 49-50 Cruise Terminal Landside Imp.	2015/2016
SPW Sampson Way Roadway Improvements	2015/2016
Berth 121-131 Backland Improvements	2015/2016
SPW City Dock No. 1 Promenade	2015/2016
SPW Berths 45-50 Outer Harbor Park & Promenade	2015/2016
Berths 49-50 Cruise Ship Terminal Waterside Imp.	2015/2016
Berth 45 & 52 Cruise Terminal AMP	2015/2016
Berth 163 - 164 Motems	2015/2016
Avalon Boulevard Corridor - Phase 1 - North	2015/2016
San Pedro Waterfront Red Car Maintenance Facility	2015/2016
Berth 121-131 Marine Ops Bldg Replacement	2015/2016