



SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

## SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT NEWS RELEASE

**CONTACT: Gail Pinsker**  
**310.450.8338, ext. 70230**  
[gpinsker@smmusd.org](mailto:gpinsker@smmusd.org)

**FOR IMMEDIATE RELEASE**  
April 27, 2017

### **SMMUSD Board Approves Project Labor Agreement**

The Santa Monica-Malibu Unified School District Board of Education approved a Project Labor Agreement (PLA) with an area trade council recently, providing for future apprenticeship programs for students, alumni and community members.

A PLA is a collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for workers on construction projects in the school district and includes provisions for development of a training and apprenticeship program. This PLA is with the Los Angeles / Orange Counties Building and Construction Trades Council.

The apprenticeship provision will be reviewed by district staff to determine the best method of implementation to meet the needs of students. The program goal will be to provide training and eventual employment for students, alumni and community members, in construction trades. Details of the program and how students can participate will be announced once the program is developed. No information is available at this time.

Other key provisions of the PLA include hiring local residents as workers, with hiring goals outlined, utilizing local contractors, hiring veterans as workers, creation of dispute resolution procedures and including a sufficient number of skilled workers from union halls.

“The Project Labor Agreement will provide our students and alumni with opportunities to learn valuable skills in high paying construction trades, while providing local residents the opportunity to find work in the community,” said SMMUSD Superintendent Dr. Ben Drati. “We are looking forward to working with all involved stakeholders on the implementation of this mutually beneficial agreement.”

The school board initially reviewed the benefits of this type of agreement beginning with an initial presentation in November 2014, and approved commencement of negotiations of the PLA in April 2015. Board sub-committee members Maria Leon-Vazquez, Oscar de la Torre and Dr. Richard Tahvildaran-Jesswein worked on terms and conditions for the agreement, along with staff and legal counsel.

The school board held a public discussion at the February 16, 2017 regular board meeting. Several community members and union leaders spoke on behalf of the agreement stating that it would support local job growth and also provide an opportunity for students to participate in apprentice and pre-apprentice programs.

The SMMUSD construction projects that apply to the PLA include the upcoming Malibu High School administration, library and building E replacement project, John Adams Middle School performing arts complex and additional projects recommended by the district with the consent of the other parties.

The February 16, 2017 board agenda item, including presentation slides and the agreement are online: <http://fip.smmusd.org/pdf/PLA030217.pdf>.

# # #

TO: BOARD OF EDUCATION

DISCUSSION

02/16/17

FROM: BEN DRATI / JANECE L. MAEZ / MARIA LEON-VAZQUEZ /  
OSCAR DE LA TORRE / RICHARD TAHVILDARAN-JESSWEIN

7:00pm

RE: PROJECT LABOR AGREEMENT (PLA) BETWEEN THE LOS ANGELES/  
ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT

DISCUSSION ITEM NO. D.01

The Staff and the Board Subcommittee recommend approval of the Project Labor Agreement negotiated with the Los Angeles/Orange Counties Building and Construction Trades Council.

The Board of Education directed staff to begin negotiations with the LA/Orange Counties Building and Construction Trades Council (Union) after receiving information from both the Union and district staff on April 16, 2015. In order to proceed with these negotiations, staff requested and the Board approved the hiring of Jack Lipton, legal counsel from Burke, Williams & Sorensen, LLP. To support staff in this process, the Board also appointed a Board subcommittee. Members of this subcommittee include: Ms. Leon-Vazquez, Mr. de la Torre and Dr. Tahvildaran-Jesswein. District staff that have been active in these negotiations include: Jan Maez, Associate Superintendent, Business Services; Evan Bartelheim, Director of Assessment, Research and Evaluation; and Steve Massetti, Bond Program Manager/Consultant. Over the course of more than two years, there have been many meetings between Union representatives and district staff, correspondence exchanged between the Union and legal counsel, and the exchange of specific provisions of the agreement. The Board subcommittee met on a number of occasions to review progress and provide input and support when necessary.

A Project Labor Agreement (PLA) is a collective bargaining agreement with one or more labor organizations that establishes the terms and conditions of employment for workers on construction projects in the District. Many PLAs have incorporated various types of community workforce provisions. The most widely used provision involves the hiring of local area residents and apprentice programs. The Board gave staff direction to emphasize these same principles in their discussions with the Union. It is clear that the Board's three (3) primary goals in support of the PLA are: 1) the development of a strong pre/apprentice program for SMMUSD students 2) encouraging and supporting local hiring of construction workers, and 3) achieving labor peace that minimizes construction costs. It was with that in mind that staff proceeded during the negotiation process.

Staff has asked Mr. Lipton to present the results of these successful negotiations at this board meeting. He will review the activity between November 2014 through the present and the rationale and direction provided by the Board and supported by the Board subcommittee. He will also provide a detailed description of the final agreements and be available for questions. Mr. Lipton's presentation and the final draft of the agreement may be found at the end of this item.

# **SMMUSD Project Labor Agreement**

**Jack P. Lipton, Ph.D., Esq.  
Senior Partner  
Burke, Williams & Sorensen, LLP  
jlipton@bwslaw.com**

**Santa Monica-Malibu Unified School District  
Board of Trustees  
February 16, 2017**

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## **SMMUSD Project Labor Agreement: Why We Are Here Now**

- Announcement: PLA successfully negotiated.
- Background of negotiations.
- Key provisions.

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## **SMMUSD Project Labor Agreement: Background**

- **November 20, 2014:** PLA Board presentation.
- **April 16, 2015:** Board authorized commencement of negotiations of PLA.
- PLA purpose: Establish terms and conditions for workers on construction projects.
- Board Subcommittee: Board members Leon-Vazquez, de la Torre, and Tahvildaran-Jesswein

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## **SMMUSD Project Labor Agreement: Negotiation Process**

- Staff: Jan Maez, Steve Massetti, Evan Bartelheim.
- Internal staff meetings.
- Negotiation sessions with Union.
- Meetings with Board Subcommittee.
- Numerous versions/revisions of draft PLA.

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### **SMMUSD Project Labor Agreement: Key Provisions**

- Apprenticeship/pre-apprenticeship programs.
- Hiring Local Residents as workers.
- Unions' support in placement of Local Residents who complete apprenticeship program.
- Local Businesses as contractors.
- Hiring veterans as workers.
- Dispute resolution procedures.
- Sufficient numbers of skilled workers.

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### **SMMUSD Project Labor Agreement: Local Hiring**

- **Section 4.5 (p. 10):** Local hiring.
  - Ultimate goal of 30%.
  - Half from the 90404 and 90405 zip codes.
- **Section 22.1 (p. 29):** Opportunities for Local Residents.
- **Section 2.3 (p. 4):** Local Businesses as contractors and suppliers.

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### **SMMUSD Project Labor Agreement: Apprentices**

- Gateway of opportunity.
- **Section 15.1 (p. 25):** District's Career Technical Education Committee.
- **Section 15.2(f) (p. 26):** Pre-apprenticeships.
  - "The Unions agree to cooperate with the District in the development of a pre-apprenticeship program directed towards the training and eventual employment of District students and alumni in trades."

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### **SMMUSD Project Labor Agreement: Labor Peace**

- **Sections 2.6 (p. 5):** Procedures for peaceful resolution of disputes.
- **Section 2.7 (p. 5):** Unions' assistance in maintaining labor peace.
- **Section 8.1 (p. 16):** Work stoppages or disruptive activity not permitted.
- **Section 11.1 (p. 22):** Cooperation and harmony on work sites.
- **Section 18.1 (p. 28):** Labor-management committee.

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### **SMMUSD Project Labor Agreement: “Transitional Workers”**

- **Section 4.6 (p. 10):** 5% goal.
- Transitional workers include:
  - Homeless.
  - Single parent.
  - On public assistance.
  - No GED or high school diploma.
  - Unemployed for 3+ months.
  - Low income.

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### **SMMUSD Project Labor Agreement: Veterans**

- **Section 4.7 (p. 11):** Veterans.
  - Goal of 5%.
  - “Helmets-to-Hardhats” Program.

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### **SMMUSD Project Labor Agreement: Other Important Provisions:**

- **Section 4.3 (p. 9):** Referral of skilled workers from union halls.
- **Section 4.4 (p. 9):** No unlawful discrimination in hiring.
- **Section 11.3 (p. 23):** Grievance process.

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### **SMMUSD Project Labor Agreement: Signatories**

- Board approval.
- Building & Construction Trades Council.
- Individual Unions.
- Contractors not parties, but bound to PLA.

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## SMMUSD Project Labor Agreement: Projects

- Malibu Middle and High School Library/ Administration Building.
- Malibu Middle and High School Building E Replacement.
- John Adams Middle School Performing Arts Complex.
- **Section 23.1 (p. 30):** “At its sole discretion, and upon consideration of compliance with provisions of this Agreement pertaining to Local Residents, Local Businesses, and Apprentices, the District may add additional projects to this Agreement, with the consent of the other Parties.”

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## SMMUSD Project Labor Agreement

Jack P. Lipton, Ph.D., Esq.  
Senior Partner  
Burke, Williams & Sorensen, LLP  
jlipton@bwslaw.com

Santa Monica-Malibu Unified School District  
Board of Trustees  
February 16, 2017

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**PROJECT LABOR AGREEMENT**

**BY AND BETWEEN**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT**

**AND**

**LOS ANGELES/ ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL**

**AND**

**THE SIGNATORY CRAFT UNIONS AND COUNCILS  
SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
PROJECT LABOR AGREEMENT**

## **ARTICLE 1 INTRODUCTION AND DEFINITIONS**

This Project Labor Agreement (hereinafter, "Agreement") is entered into this 2nd day of March 2017, by and between Santa Monica-Malibu Unified School District (hereinafter the "District"), the Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter the "Council"), and the signatory Craft Unions and District Councils (hereinafter together with the Council, collectively, the "Union" or "Unions"). This Agreement establishes the labor relations policies and procedures for the District and for the craft employees represented by the Unions engaged in the District's Projects more fully described in this Agreement. The District and the Unions are hereinafter referred to as "Parties."

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

The District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to the Parties, the Contractors, crafts persons working under it, and the residents and students of the District. The District shall therefore designate a "Project Labor Coordinator," either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; to assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and, to otherwise implement and administer this Agreement.

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

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

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

The term "Letter of Assent," as used in this Agreement, means the document that each Contractor must sign and submit to the Project Labor Coordinator and the Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements, and conditions of this Agreement, in the letter attached hereto as Attachment "A."

The terms “Project,” “Projects,” and “Project Work,” as used in this Agreement, means the District’s construction, demolition, renovation, replacement, upgrade, and retrofit to be performed, as more fully described in Section 3.2.

The term “CBAs,” as used in this Agreement, means the local collective bargaining agreements of the Unions having jurisdiction over the Project Work and which have signed this Agreement.

The term “Subscription Agreement,” as used in this Agreement, means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the CBAs.

The term “Local Resident,” as used in this Agreement, is as defined in Section 4.5(a).

The term “Local Business,” as used in this Agreement, means a business with an office or place of business within the District’s geographical boundaries.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of Article titles and Section headings are for information only, and carry no legal significance.

This Agreement is conditioned upon the approval or ratification of each of the Parties, including the District’s Board of Trustees.

## **ARTICLE 2 INTENT AND PURPOSE**

**Section 2.1 Background.** The goal of this Project is to provide new construction, renovation, replacement, upgrade, and retrofit of the District’s campuses so as to provide sufficient facilities and technologies to help educate the District’s students. The District, therefore, wishing to utilize the most modern, efficient, and effective procedures for such construction, renovation, replacement, upgrade, and retrofit, including assurances of a sufficient supply of skilled craft personnel, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, District staff, and the taxpayers of the District to meet the District’s goal that Project Work be completed on time and within budget.

**Section 2.2 Identification and Retention of Skilled Labor and Employment of Local Residents.** The construction of the Project will require large numbers of craft personnel and other supporting workers. The Parties understand and intend to use the opportunities provided by the Project Work to identify and promote, through cooperative efforts, programs, and procedures (which may include, for example, programs to prepare persons for entrance into formal Apprenticeship Programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of Local Residents

in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored Apprenticeship Programs, provide training opportunities for those Local Residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions, and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the demands of the Project Work to be undertaken.

**Section 2.3 Encouragement of Local Businesses.** The Project will provide many opportunities for Local Businesses to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose of encouraging and assisting the participation of Local Businesses in Project Work. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of Local Residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such Local Residents for Apprenticeship Programs and formal employment on the Project through the referral programs sponsored and supported by the Parties. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of Local Businesses and Local Residents.

**Section 2.4 Project Cooperation.** The Parties recognize that the construction to take place under this Agreement may involve unique and special circumstances which may dictate the need for the Parties to develop specific procedures to promote high quality, rapid, and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents and students of the District. The Parties therefore agree that maximum cooperation is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, the Parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the Parties recognize that an act of god or an act of war could require the District to partially or fully suspend Project Work; the Parties shall fully cooperate with any request by the District to redirect their equipment, skills, and expertise to support the District's efforts necessitated by such events.

**Section 2.5 Workers' Compensation Carve-out.** The Parties recognize the potential which the Project may provide for the implementation of a cost-effective workers' compensation system as permitted by *Labor Code* Section 3201.5. Should the District request, the Unions agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers compensation benefits and medical coverage as permitted by law.

**Section 2.6 Peaceful Resolution of All Disputes.** In recognition of the special needs of the Project, and to maintain a spirit of harmony, and labor-management peace and stability, during the term of this Agreement, the Parties agree to establish effective and binding methods for the

settlement of all misunderstandings, disputes, and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdown, or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout or any other action impairing or impeding the Project Work.

**Section 2.7 Assistance in Maintaining Labor Peace.** The District may request good-faith assistance from the Unions to facilitate labor peace at District-owned construction sites. This provision expressly has no application to unions of the District's own employees.

**Section 2.8 Binding Agreement.** The Parties and the Contractors agree to be bound by all of the provisions of this Agreement, and pledge that they will work together to adopt, develop, and implement processes and procedures which are inclusive of Local Residents and Local Businesses.

### **ARTICLE 3 SCOPE OF AGREEMENT**

**Section 3.1 General.** This Agreement shall apply and is limited to all of the Project Work, as specified in Section 3.2, performed by those Contractors of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and which have been designated by the District for construction or rehabilitation.

**Section 3.2 Specific.**

(a) The work covered by this Agreement shall be limited to all demolition, construction, repair, renovation, rehabilitation, upgrade, and improvement work funded by the District's bond programs, which are identified specifically in Attachment "E."

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered by this Agreement.

**Section 3.3** The Parties understand that the District may at any time, and at its sole discretion, determine to build additional buildings, centers, facilities, and other Projects which are not currently proposed, but these projects are not included within this Agreement. Additionally, at its sole discretion, the District may add additional projects to this Agreement at any time, as set forth in Section 23.1.

**Section 3.4 Exclusions.** Items specifically excluded from the scope of this Agreement include the following:

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

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

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

(d) All employees and consultants of the District, the Project Labor Coordinator, design teams (including, but not limited to architects, engineers, and master planners), or any other consultants for the District (including, but not limited to, project managers, information technology professionals, and construction managers, and their employees) and their sub-consultants, and other employees of professional service organizations not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Contractor Inspectors and Field Soil Materials Testers (“Inspectors”) are a covered craft under this Agreement. This inclusion for Inspectors applies to the scope of work defined in the State of California Wage Determination for this craft. This also shall specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.” Every Inspector performing under the wage classifications of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Project Work, as defined by this Agreement, shall be performed pursuant to the terms and conditions of this Agreement, regardless of the manner in which the work was awarded. Nothing herein, though, will be construed to include within this Agreement inspectors certified by the Division of State Architects, employed or retained by the District;

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

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

(g) Non-construction support services contracted by the District, the Project Labor Coordinator, or the Contractors in connection with this Project;

(h) Laboratory work for testing.

### **Section 3.5 Awarding of Contracts.**

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

(b) It is agreed that all Contractors who have been awarded contracts for Project Work shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment “A” hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction subcontract, the Contractor shall provide a copy of this Agreement to each

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 every provision of this Agreement prior to the commencement of Project Work. No Contractor shall commence Project Work without having first provided an executed copy of the Letter of Assent to the Project Labor Coordinator and to the Council 48 hours before the commencement of Project Work, or within 48 hours after the award of Project Work to that Contractor, whichever occurs later.

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

**Section 3.6 Coverage Exception.** This Agreement shall not apply if the District receives funding or assistance from any federal, state, local, or other public entity for a construction contract if a requirement, condition, or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require bidders, contractors, subcontractors, or other persons or entities to enter into an agreement with one or more labor organizations, or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

**Section 3.7 CBAs.**

(a) The provisions of this Agreement, including the CBAs (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area, or national agreement which may conflict with or differ from the terms of this Agreement. However, this Agreement does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement, or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop-checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that provisions of this Agreement dealing with work stoppages and lock-outs, work assignments and jurisdictional disputes, and settlement of grievances and disputes shall apply. It is specifically agreed that no subsequent or successor agreement shall be deemed to have precedence over this Agreement unless signed by all Parties who are then currently employed or represented at the Project.

(b) Where a provision in this Agreement is in conflict with a provision of a CBA, the provisions of this Agreement shall apply. Where a provision of a CBA is not in conflict with this Agreement, that provision of the CBA shall apply. A provision in a CBA is “in conflict with” this Agreement when the specific subject matter or action is described in both the CBA and this Agreement. Any dispute for determining the wages, hours, or working conditions of employees on this Project shall be resolved under the procedures established in Article 11. Should a dispute arise concerning whether a provision in the CBA is in conflict with this Agreement, that dispute shall be submitted to the Joint Administrative Committee (“JAC”), established under Section



18.1, for decision. Should the JAC fail to resolve the issue, the dispute shall be resolved under the Expedited Enforcement Procedure set forth in Section 8.8 of this Agreement.

(c) It is understood that this Agreement, together with the referenced CBAs, constitutes a self-contained, stand-alone agreement, and by virtue of having become bound to this Agreement, the Contractors will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing Project Work (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such does not purport to bind the Contractor beyond the terms and conditions of this Agreement or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Contractors to have each of its subcontractors sign such Subscription Agreement with the appropriate Union prior to the subcontractor beginning Project Work.

**Section 3.8 Binding Signatories Only.** This Agreement shall be binding only on the signatory Parties, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

**Section 3.9 Other District Work.** This Agreement shall be limited to Project Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

**Section 3.10 Separate Liability.** It is understood that the liability of the Contractors and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District and any Contractor.

**Section 3.11 Completed Project Work.** As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out, or warranties functions required by its contract with the District.

## ARTICLE 4 UNION RECOGNITION AND EMPLOYMENT

**Section 4.1 Recognition.** The Contractors recognize the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

**Section 4.2 Contractor Selection of Employees.** The Contractors shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 4.3 and Section 5.3. The Contractors also shall have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 7.6, provided, however, that such right is exercised in good faith and not

for the purpose of avoiding the Contractors' commitment to employ qualified workers through the procedures endorsed in this Agreement.

**Section 4.3 Referral Procedures.**

(a) For Unions now having a job referral system contained in a CBA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeships, shall be operated so as to consider the goals of the District to encourage employment of Local Residents and utilization of Local Businesses on the Project, and to facilitate the ability of Contractors to meet their employment needs.

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

(b) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

(c) The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under *Education Code* Section 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the Project site at the request of the District or the Project Labor Coordinator.

**Section 4.4 Non-Discrimination in Referral, Employment, and Contracting.** The Unions and Contractors agree that they will not unlawfully discriminate against any employee or

applicant for employment in hiring and dispatching, such as on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. The Parties, though, will use their best efforts to maximize the utilization of Local Businesses to perform services under this Agreement.

#### **Section 4.5 Employment of Local Residents.**

(a) The Unions and the Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Residents to fulfill the requirements of this Agreement. The Parties agree to support the hiring of workers from the residents of the areas described herein. Towards that end, the Unions shall exert their best efforts to encourage and provide referrals and utilization of qualified Local Residents. Construction labor hours worked by core employees (as defined in Section 4.8) shall not be included in any consideration or calculation of the total construction labor hours worked on the Project in determining Local Residents goals. The Parties hereby establish the following goals: a goal of 20% of all of the construction labor hours worked on the Project shall be performed by Local Residents during the first year of this Agreement, a goal of 25% during the second year of this Agreement, leading up to a 30% goal during and after the third year of this Agreement. Of this 20% in the first year, 25% in the second year, and 30% during and after the third year, the Parties agree to the following further goals: (i) 50% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within the 90404 and 90405 zip codes; (ii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within other zip codes which overlap the District, as set forth in Attachment “B”; and (iii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within 15 miles of District boundaries, as set forth in Attachment “B.” Local Residents are those individuals who reside in any of these three areas.

(b) To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Employee Craft Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as Attachment “C.” When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral c

(c) The goals set forth in sub-section “a” above shall apply to Contractors transferring existing qualifying employees from another job to work performed on the Project.

(d) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this preference for Local Residents.

**Section 4.6 Recruitment of Transitional Workers.** The Parties establish a goal that 5% of all of the construction hours worked on Project Work shall be from Transitional Workers. “Transitional Worker” means an individual who faces one of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) being unemployed for more than three months; (6) being emancipated from the foster care system; (7) having a household income less than 50% of the Los Angeles County’s median annual household income; or (8) being an Apprentice with less than 15% of the apprenticeship hours required to graduate to journey person

level. Transitional Workers also may be counted as Local Residents under Section 4.5(b) and Veterans under Section 4.7(a) if they otherwise qualify as such.

#### **Section 4.7 Recruitment of Veterans; Helmets to Hardhats.**

(a) The Parties agree to provide strong support for the recruitment of veterans as workers, Apprentices, and pre-Apprentices, and will coordinate with the Veterans' Center at Santa Monica College, and the Parties establish a goal that 5% of all construction hours worked on Project Work shall be from veterans. Veterans also may be counted as Local Residents under Section 4.5(b) and Transitional Workers under Section 4.6 if they otherwise qualify as such.

(b) The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and the Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("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. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "Veteran" as defined under Title 5, Section 2108(1) of the United States Code. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

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

#### **Section 4.8 Core Employees.**

(a) Contractors may employ, as needed, first, two members of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a third core employee, then a second employee through the referral system, then a fourth core employee, then a third employee through the referral system, and so on until a maximum of five core employees are employed. Thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 4.2, above. In the laying off of employees, the number of core employees shall not exceed one-half plus two of the workforce, assuming that the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not signatory to a current CBA for craft workers in its employ, and is not intended to limit the transfer provisions of any CBA. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for 60 of the 100 working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the

Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party, the Contractor hiring any core employee shall provide satisfactory proof (*i.e.*, payroll records, quarterly tax records, driver license, voter registration, and such other governmental documentation) evidencing the core employee's qualification as a core employee to the Project Labor Coordinator and the Council.

**Section 4.9 Time for Referral.** If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within 48 hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within 48 hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

**Section 4.10 Lack of Referral Procedure.** If a signatory Union does not have a job referral system as set forth in Section 4.2, above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.4, above.

**Section 4.11 Union Membership.** No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good-standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable CBA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues uniformly required for membership in the Union.

**Section 4.12 Individual Seniority.** Except as provided in Section 5.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's CBA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

**Section 4.13 Forepersons.** The selection and number of craft forepersons or general forepersons shall be the responsibility of the Contractor. All forepersons shall take orders exclusively from the designated Contractor representatives. Craft forepersons shall be designated as working forepersons at the request of the Contractors.

## ARTICLE 5 UNION ACCESS AND STEWARDS

**Section 5.1 Access to Project Sites.** Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees, and

further provided that such representatives fully comply with posted visitor, security, and safety rules.

### **Section 5.2 Stewards.**

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

(b) In addition to work as an employee, stewards have the right to receive, but not to solicit, complaints, and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor, and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of Union duties.

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

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

**Section 5.3 Steward Layoff/Discharge.** The relevant Contractor agrees to notify the appropriate Union 24 hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable CBA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until 24 hours after such notice has been given.

**Section 5.4 Employees on Non-Project Work.** On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by any other employer not a Party to this Agreement.

## **ARTICLE 6 WAGES AND BENEFITS**

**Section 6.1 Wages.** All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors at the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this

Agreement, this Agreement does not relieve Contractors directly signatory to one or more CBAs from paying all wages set forth in such CBAs.

**Section 6.2 Benefits.**

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate CBA and make all employee authorized deductions in the amounts designated therein; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable CBA or by the Parties during the life of this Agreement may be added.

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

(c) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(d) Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the CBAs are required to make all contributions set forth in those CBAs without reference to the forgoing.

**Section 6.3 Wage Premiums.** Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

**ARTICLE 7  
HOURS OF WORK, OVERTIME, SHIFTS, AND HOLIDAYS**

**Section 7.1 Hours of Work.** Eight hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight hours of work per day or forty hours per week, or a Monday through Friday work standard work schedule.

**Section 7.2 Place of Work.** Employees shall be at their place of work (as designated by the Contractor) at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor, except as may be provided in Section 7.6.

**Section 7.3 Overtime.** Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

**Section 7.4 Shifts and Alternate Work Schedules.**

(a) Alternate starting and quitting time and shift work may be performed at the option of the Contractor upon three days' prior notice to the affected Unions, unless a shorter notice period is provided for in the applicable CBA, and shall continue for a period of not less than five working days. Saturdays and Sundays, if worked, may be used for establishing the five-day minimum work shift. If two shifts are worked, each shall consist of eight hours of continuous work exclusive of a one-half hour non-paid lunch period, for eight hours pay.

(b) Contractors, the Council, and the Unions recognize the economic impact upon the District and District residents of the Project being undertaken by the District, and understand that the Parties to this Agreement desire and intend Project Work to be undertaken in a cost-efficient and cost-effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked unless otherwise provided in the applicable prevailing wage determination.

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

**Section 7.5 Holidays.** Recognized holidays on the Project shall be those set forth and governed by the prevailing wage determinations applicable to the Project.

**Section 7.6 Show-up Pay.**

(a) Except as otherwise required by State law, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four hours of pay at the regular straight time hourly rate. Employees



who work beyond four hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractors or its designated representative. Employees shall furnish their Contractor with their current address and telephone number, and shall promptly report any changes to the Contractor.

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

(c) When an employee voluntarily leaves the job or work location, is discharged for cause, or is not working as a result of the Contractor's invocation of Section 13.1, the employee shall be paid only for actual time worked.

**Section 7.7 Meal Periods.** The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable CBA, and if he is so required, he shall be compensated in the manner established in the applicable CBA.

**Section 7.8 Make-up Days.** To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive the rate of pay as set forth under the prevailing wage law.

## ARTICLE 8 WORK STOPPAGES AND LOCK-OUTS

**Section 8.1 No Work Stoppages or Disruptive Activity.** The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone, or participate in any strike, walk-out, slow-down, picketing, observing picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the District or Contractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes, whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article, and neither should be held liable for conduct for which it is not responsible.

**Section 8.2 Employee Violations.** The Contractor may discharge any employee violating Section 8.1 above, and any such employee will not be eligible for rehire under this Agreement.

**Section 8.3 Standing to Enforce.** The District, the Project Labor Coordinator, and any Contractor affected by an alleged violation of Section 8.1 shall have standing and the right to enforce the obligations established therein.

**Section 8.4 Expiration of CBAs.** If a CBA, or any local, regional, or other applicable collective bargaining agreements expire during the term of the Project, the Unions agree that there shall be no work disruption of any kind as described in Section 8.1, above, as a result of the expiration of any such agreement having application on this Project or the 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 agreement, work will continue on the Project on one of the following two options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to 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.

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

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under subparagraph "a" above, and other Contractors may elect to continue to work on the Project under the retroactivity option offered under subparagraph "b" above. To decide between the two options, Contractors 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 "a" above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option "b."

**Section 8.5 No Lockouts.** Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination, or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the District’s decision to stop, suspend, or discontinue any Project Work or any portion thereof for any reason.

**Section 8.6 Best Efforts to End Violations.**

(a) If a Contractor contends that there is any violation of this Article or of Section 9.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Unions and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Unions will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least 24 hours prior to invoking the procedures of Section 8.8. The Project Labor Coordinator shall promptly order the involved Contractors to cease any violation of the Article.

**Section 8.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits.**

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

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

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

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

**Section 8.8 Expedited Enforcement Procedure.** Any Party, including the District, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 8.1, 8.4, or 8.5 is alleged.

(a) The Party invoking this procedure shall notify John Kagel who has been selected by the Parties to serve as the permanent Arbitrator under this procedure. If the Arbitrator is

unavailable at any time, the Party invoking this procedure shall notify one of the alternates selected by the Parties. Notice to the Arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by facsimile, e-mail, hand-delivery, or overnight mail, and will be deemed effective upon receipt.

(b) Upon receipt of this notice, the Arbitrator shall hold a hearing within 24 hours if it is contended that the violation still exists, but not sooner than 24 hours after notice has been dispatched to the Council and the Contractors as required by Section 8.6.

(c) The Arbitrator shall notify the Parties of the place and time chosen for this hearing. The hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed 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 award by the Arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 8.1, 8.4, or 8.5 has in fact occurred. The Arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages. The award shall be issued in writing within three hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within 15 days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award, upon issuance, shall be served on all Parties by hand or certified mail.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction.

(f) The fees and expenses of the Arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

## **ARTICLE 9 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

**Section 9.1 Assignment of Work.** The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry ("Plan") or any successor Plan.

### **Section 9.2 The Plan.**

(a) All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Contractors shall be settled and adjusted according to the present Plan 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 applicable Contractor and the applicable Union.

(b) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures

specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the arbitrator's hearing on the dispute shall be held at the offices of the Council within 14 days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

**Section 9.3 No Work Disruption over Jurisdiction.** All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this Article shall be subject to immediate discharge.

## **ARTICLE 10 MANAGEMENT RIGHTS**

**Section 10.1 Contractor and District Rights.** The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this Agreement or a CBA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work;
- (b) Hire, promote, transfer, and layoff their employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend, and discipline their employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures, or techniques;
- (f) Select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction;
- (g) Assign and schedule work at their discretion; and
- (h) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable CBA requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

**Section 10.2 Specific District Rights.** In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Project Labor Coordinator on its behalf) include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular locations;

(c) At its sole option, terminate, delay, and suspend any portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractors and Unions, with reasonable notice of any changes it requires pursuant to this Section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Section 7.6);

(d) Approve any work methods, procedures, and techniques used by Contractors whether or not these methods, procedures, or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 8 and 11.

**Section 10.3 Use of Materials.** There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 10.4 Special Equipment, Warranties, and Guaranties.**

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, or pre-wired and that it be installed under the supervision and direction of the District's or manufacturer's personnel. The Unions agree to install such equipment without incident.

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

(c) If any disagreement arises between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Parties shall immediately consult

over the matter. If the disagreement is not resolved, the affected Unions shall have the right to proceed through the procedures set forth in Article 11.

## **ARTICLE 11 SETTLEMENT OF GRIEVANCES AND DISPUTES**

### **Section 11.1 Cooperation and Harmony on Site.**

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

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 8 or 9.

(c) The Project Labor Coordinator shall oversee the processing of grievances under this Article and Articles 8 and 9, including the scheduling and arrangements of facilities for meetings, selection of the Arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Parties to any pending grievance to insure that the time limits and deadlines are met.

**Section 11.2 Processing Grievances.** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the CBAs, but not jurisdictional disputes or alleged violations of Section 8.1 and 8.5, and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

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

**Union or Contractor Grievances.** Should the Union or any Contractor have a dispute with another Party and if after conferring within ten working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a

settlement is not reached within five working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in the prior paragraph for the adjustment of an employee complaint.

**Step 2.** The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator, shall meet within seven working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven calendar days after the initial meeting at Step 2.

**Step 3.** (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor may request in writing to the Project Labor Coordinator (with copies to the other Parties) within seven calendar days after the final Step 2 meeting, that the grievance be submitted to an Arbitrator selected from the following list, on a rotational basis in the order listed: (1) John Kagel; (2) Robert Hirsch; (3) Charles Askin, Sr.; (4) Barry Winograd; and (5) Joe Gentile. The decision of the Arbitrator shall be final and binding on the Parties.

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

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

**Section 11.3 Limit on Use of Procedures.** Procedures contained in this Article shall not be applicable to any alleged violation of Articles 8 or 9, with a single exception that any employee discharged for violation of Section 8.2 or Section 9.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

**Section 11.4 Notice.** The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement) shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE 12 REGULATORY COMPLIANCE**

**Section 12.1 Compliance with All Laws.** The Council, the Unions, the Contractors, and their employees shall comply with all applicable federal, state, and local laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator, and the Contractors. Employees must promptly report any injuries or accidents to a supervisor.



**Section 12.2 Monitoring Compliance.** The Parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by the Contractors with all applicable federal, state, and local laws and regulations. It shall be the responsibility of both the Council and the Project Labor Coordinator to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator procedures to encourage and enforce compliance with these laws and regulations.

**Section 12.3 Prevailing Wage Compliance.** The Parties agree that the Project Labor Coordinator shall monitor the compliance by all Contractors with all applicable federal and state prevailing wage laws and regulations. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate, and resolve such complaints, consistent with Section 6.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under law, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

**Section 12.4 Violations of Law.** Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, or removing the offending Contractor from Project Work. Additionally, in accordance with the agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of law.

## **ARTICLE 13 SAFETY AND PROTECTION OF PERSON AND PROPERTY**

### **Section 13.1 Safety.**

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

(b) Employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator or the District. These rules will be published and posted. Employee's failure to satisfy their obligations under this Section will subject them to discipline, up to and including discharge.

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

**Section 13.2 Suspension of Work for Safety.** A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be

compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

**Section 13.3 Water and Sanitary Facilities.** The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 14 TRAVEL AND SUBSISTENCE**

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

## **ARTICLE 15 APPRENTICES**

**Section 15.1 Importance of Training.** The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such Apprenticeship Programs. The District, the Project Labor Coordinator, other District consultants, the Contractors, and the Council, will work cooperatively to identify, 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. More specifically, the Council will work with representatives of the District's Career Technical Education Committee to establish appropriate criteria for recognition of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in Apprenticeship Programs. Attainment of the appropriate knowledge and skills required for entry into Apprenticeship Programs also shall be facilitated by the Parties through jointly supported pre-apprenticeship education programs.

### **Section 15.2 Use of Apprentices.**

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to 30% of each craft's work force at any time, unless the standards of the applicable Joint Apprenticeship Committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish lower percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to 30% apprentices on the Project. If the applicable Joint Apprenticeship Committee's approved apprenticeship standards allow for a higher percentage of the craft workforce, Contractors may use such higher percentage in employing the applicable craft's Apprentices.

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

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

(d) All Apprentices shall work under the direct supervision of a journeyman from the trade in which the Apprentice is indentured. A journeyman shall be defined as set forth in the Section 205 of Title 8 of the *California Code of Regulations* 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 Apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Project Labor Coordinator and the Council.

(e) The Unions and Contractors agree to work with the Project Labor Coordinator and use their best efforts to integrate qualified transitional workers and veterans for acceptance and entry into their Apprenticeship Programs as appropriate and needed.

(f) The Unions agree to cooperate with the District in the development of a pre-apprenticeship program directed towards the training and eventual employment of District students and alumni in trades. The District shall enter into a Memorandum of Understanding with the National Building Trades Department and the Council for the usage of the MC3 curriculum. The Unions' efforts in this regard shall include, but not be limited to job fairs, career days, and recruitment. Further, the Unions agree to place on their referral roles or in their Apprentice Training Programs, as appropriate and needed, qualified persons sent to them by designated organizations working with the District, such as the Veterans' Center at Santa Monica College, as well as other organizations, to increase construction industry work opportunities for Local Residents, transitional workers, and veterans. Such individuals, however, must meet the qualifications and minimum requirements for the respective craft Union, or their respective Apprenticeship Training Programs, in order to be placed on the referral roles or placed into such Apprenticeship Training Program. Such placement is subject to the individual's compliance with Section 4.9.

## **ARTICLE 16 WORKING CONDITIONS**

**Section 16.1 Meal and Rest Periods.** There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods

and rest periods shall be as provided for in applicable law. Individual beverage containers will be permitted at the employees' work location.

**Section 16.2 Work Rules.** The District, the Project Labor Coordinator, and the Contractors shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor, and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

**Section 16.3 Emergency Use of Tools and Equipment.** There shall be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

**Section 16.4 Access Restrictions.** Employee access to District sites may be limited by the District for safety and administrative reasons.

## **ARTICLE 17 PRE-JOB CONFERENCES**

Each Contractor will conduct a pre-job conference with the Unions prior to commencing work. All subcontractors who have been awarded contracts by the Contractor shall attend the pre-job conference. The purpose of the conference will be, among other things, to determine craft manpower needs, to schedule of work for the contract, and to establish work rules. The Council and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Contractor and all subcontractors at a pre-job conference. Should additional work be added that was not previously discussed at the pre-job conference, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 9, the Construction Manager shall be promptly notified.

## **ARTICLE 18 LABOR/MANAGEMENT COOPERATION**

**Section 18.1 Joint Administrative Committee.** At the request of any Party, the Parties shall establish and convene a six-person JAC consisting of three representatives selected by the Council and three representatives selected by the District, to be chaired jointly by a representative of the District and the Council. Each representative shall designate an alternate who shall serve in his or her absence. The purpose of the Committee shall be to promote harmonious and stable labor-management relations on this Project, to insure effective and constructive communication between labor and management Parties and to advance the proficiency of the work people in the industry.

**Section 18.2 Functions of Joint Committee.** The Committee shall meet at the call of either of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon the Contractors and the Parties. Substantive grievances or disputes arising under Articles 8, 9, or 11 shall not be

resolved by the JAC, but shall be processed pursuant to the provisions of the appropriate Article. The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time, and place of meetings shall be given to the JAC members at least three days prior to the meeting. The Project Labor Coordinator shall prepare quarterly reports on Apprentice utilization, the training and employment of Local Residents, a schedule of Project Work, and the estimated number of craft workers needed. The JAC may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of Local Residents or other individuals who should be assisted with appropriate training to qualify for Apprenticeship Programs.

## **ARTICLE 19 SAVINGS AND SEPARABILITY**

**Section 19.1 Savings Clause.** It is not the intention of the District, the Project Labor Coordinator, the Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The Parties agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding, and construction of any Project Work.

**Section 19.2 Effect of Injunctions or Other Court Orders.** The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding, or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force on covered Project Work to the maximum extent legally possible.

## **ARTICLE 20 WAIVER**

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse, or release any of the Parties from any of their rights, duties, or obligations hereunder.

**ARTICLE 21  
AMENDMENTS**

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

**ARTICLE 22  
WORK OPPORTUNITIES PROGRAM**

**Section 22.1 Work Opportunities.** The Parties support the development of increased numbers of skilled construction workers from among residents of the District to meet the labor needs of the Project, specifically, and the requirements of the local construction industry, generally. Towards that end, the Parties agree to cooperate respecting the establishment of a work opportunities program for Local Residents, the primary goals of which shall be to maximize construction work opportunities for Local Residents. In furtherance of the foregoing, the Unions specifically agree to:

(a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Local Residents as journeymen, and Apprentices on Project Work and entrance into such qualified Apprenticeship and training programs as may be operated by the Unions; and

(b) Work cooperatively with the District, to identify, or establish and maintain, effective programs, events, and procedures for persons interested in entering the construction industry; and

(c) Assist Local Residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors; and

(d) Allow tours of their training facilities, as requested; and

(e) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

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

**ARTICLE 23  
DURATION OF THE AGREEMENT**

**Section 23.1 Duration.**

(a) This Agreement shall be effective from the date signed by all Parties and shall remain in effect until all the Projects identified in Attachment “E” are completed. At its sole discretion, and upon consideration of compliance with provisions of this Agreement pertaining to

Local Residents, Local Businesses, and Apprentices, the District may add additional projects to this Agreement, with the consent of the other Parties.

(b) Any covered Project advertised and awarded during the term of this Agreement shall continue to be covered hereunder until completion of the Project.

### **Section 23.2 Turnover and Final Acceptance of Completed Work.**

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

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

## **ARTICLE 24 TAXPAYER PROTECTION PROVISIONS**

The Parties understand that following taxpayer protection provisions are included in this Agreement pursuant to Section 2500 of the *Public Contract Code*:

(a) This Agreement prohibits unlawful discrimination, or discrimination based on membership in a labor organization, in hiring and dispatching workers for Project Work.

(b) This Agreement provides that all qualified contractors and subcontractors are permitted to bid for and be awarded work for Project Work without regard to whether they are otherwise parties to collective bargaining agreements.

(c) This Agreement contains a protocol concerning drug testing for workers who will be employed on the project.

(d) This Agreement contains guarantees against work stoppages, strikes, lockouts, and similar disruptions of the project.

(e) This Agreement provides that disputes arising from this Agreement shall be resolved by a neutral arbitrator

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

**SANTA MONICA-MALIBU UNIFIED  
SCHOOL DISTRICT**

**LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL**

By: \_\_\_\_\_  
Dr. Ben Drati, Superintendent

By: \_\_\_\_\_  
Ron Miller, Executive Secretary



**Unions' Signature Page**

Local No. 5, International Association of Heat and Frost Insulators and Allied Workers

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International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forcers and Helpers Lodge 92

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Bricklayers and Allied Craftworkers Local # 4, California

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Operative Plasterers' & Cement Masons' International Association Local Union No. 600

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Southern California District Council of Laborers

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Local Union 11, International Brotherhood of Electrical Workers

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International Union of Elevator Constructors, Local 18

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Southern California District Council of Laborers (Gunite Local #345)

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International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local 416

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International Association of Bridge, Structural, Ornamental and Reinforcing Iron Workers Local 433

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Laborers International Union of North America, Local 300

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International Union of Operating Engineers, Local Union No. 12

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International Union of Operating Engineers, Local Union No. 12

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International Union of Operating Engineers, Local Union No. 12

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Painters and Allied Trades, District Council No. 36

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Local Union 250, Steam-Refrigeration-Air  
Conditioning-Pipefitters & Apprentices of the United  
Association of the United States and Canada

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United Association Local 345

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United Association Plumbers Local 761

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Sprinkler Fitters Local Union No. 709, Los Angeles,  
California, of The United Association of Journeymen  
and Apprentices of the Plumbing and Pipe Fitting  
Industry of the United States and Canada

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Operative Plasterers' and Cement Masons'  
International Association, AFL-CIO Local  
Union 200

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Southern California District Council of Laborers  
(Plaster Tenders Local Union 1414)

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Local 36 of the United Union of Roofers,  
Waterproofers and Allied Workers

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Local Union No. 105 of the International  
Association of Sheet Metal, Air, Rail and  
Transportation Workers

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Teamsters Joint Council No. 42, Local 986

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Southwest Regional Council of Carpenters and  
Local Unions in The Twelve Southern California  
Counties and Nevada Affiliated with the United  
Brotherhood of Carpenters and Joiners of America

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**ATTACHMENT "A"**  
**LETTER OF ASSENT**

To be signed by all Contractors awarded work covered by the  
Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]  
Project Labor Coordinator

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

Re: Santa Monica-Malibu Unified School District Project Labor Agreement  
Letter of Assent

To Whom It Concerns:

This is to confirm that [name of company] agrees to be party to and bound by the Santa Monica-Malibu Unified School District Project Labor Agreement effective \_\_\_\_\_, 2017, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Contractor on the Project and this Contractor shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Project Labor Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

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

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

[Copies of this letter must be submitted to the Project Labor Coordinator and to the Council]

**ATTACHMENT "B"**

**DISTRICT ZIP CODES OTHER THAN 90404 AND 90405**

**90401  
90402  
90403  
90265**

**15-MILE RADIUS ZIP CODES**

90001	90039	90078
90002	90043	90079
90003	90044	90080
90004	90045	90081
90005	90046	90082
90006	90047	90083
90007	90048	90084
90008	90049	90086
90009	90051	90087
90010	90052	90088
90011	90053	90089
90012	90054	90090
90013	90055	90093
90014	90056	90094
90015	90057	90095
90016	90058	90096
90017	90059	90099
90018	90060	90189
90019	90061	90209
90020	90062	90210
90021	90064	90211
90024	90066	90212
90025	90067	90213
90026	90068	90230
90027	90069	90231
90028	90070	90232
90029	90071	90233
90030	90072	90245
90034	90073	90247
90035	90074	90249
90036	90075	90250
90037	90076	90251
90038	90077	90254

90260	91203	91413
90261	91204	91416
90263	91210	91423
90266	91221	91426
90267	91225	91436
90272	91302	91470
90277	91303	91482
90278	91305	91495
90290	91306	91496
90291	91308	91499
90292	91309	91501
90293	91316	91502
90294	91324	91503
90295	91325	91504
90296	91329	91505
90301	91330	91506
90302	91335	91507
90303	91337	91508
90304	91343	91510
90305	91352	91521
90306	91353	91522
90307	91356	91523
90308	91357	91601
90309	91364	91602
90310	91365	91603
90311	91367	91604
90312	91371	91605
90401	91372	91606
90402	91393	91607
90403	91396	91608
90404	91401	91609
90405	91402	91610
90406	91403	91611
90407	91404	91612
90408	91405	91614
90409	91406	91615
90410	91407	91616
90411	91408	91617
90503	91409	91618
90504	91410	
90506	91411	
91201	91412	

**ATTACHMENT “C”**

**SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
EMPLOYEE CRAFT REQUEST FORM**

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

The Santa Monica-Malibu Unified School District Project Labor Agreement establishes a goal that 20% of all construction labor hours worked on the Project shall be performed by Local Residents during the first year of the Project Labor Agreement, a goal of 25% during the second year of this Agreement, leading up to the 30% goal during and after the third year of this Agreement. Of this 20% in the first year, 25% in the second year, and 30% during and after the third year, the Parties agree to the following further goals: (i) 50% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within the 90404 and 90405 zip codes; (ii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within other zip codes which overlap the District, as set forth in Attachment “B”, and (iii) 25% (of the 20%, 25%, and 30% goals) of the hours worked shall be from workers residing within 15 miles of District boundaries, as set forth in Attachment “B.”

The Agreement establishes a further goal that 5% of all of the construction hours worked shall be by Transitional Workers, and that 5% of all of the construction hours worked shall be by veterans.

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

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Project Labor Coordinator  
**From:** Company: \_\_\_\_\_ Issued By: \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ Contact Fax: ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, Transitional Worker, Veteran, or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

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

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_

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

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

**UNION USE ONLY**

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

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
TRANSITIONAL WORKER	Yes _____	No _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

**ATTACHMENT "D"**

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

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

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

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be 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 PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her



sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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

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

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

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

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the

applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

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

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

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

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

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

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

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

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

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

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

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

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

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

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

**DRUG ABUSE PREVENTION AND DETECTION**

**APPENDIX A**

**CUT-OFF LEVELS**

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA specified threshold

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

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

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

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the 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.

**ATTACHMENT “E”**

**PROJECTS WITHIN THE SCOPE OF THIS AGREEMENT**

Malibu Middle and High School Library/Administration Building  
Malibu Middle and High School Building E Replacement  
John Adams Middle School Performing Arts Complex