

**METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA**  
**PROJECT LABOR AGREEMENT**

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# **METROPOLITAN WATER DISTRICT**

## **PROJECT LABOR AGREEMENT**

This Project Labor Agreement (“PLA”) is entered into by and between the Metropolitan Water District of Southern California (“Metropolitan”), the Los Angeles and Orange Counties Building and Construction Trades Council, AFL-CIO, the Riverside-San Bernardino Counties Building and Construction Trades Council, AFL-CIO, the San Diego County Building and Construction Trades Council, the Tri-Counties Building and Construction Trades Council, and the signatory Unions.

It is understood by the Parties that if this PLA is acceptable to Metropolitan and adopted by its Board of Directors, it will become the policy of Metropolitan that the construction work covered by this PLA shall be contracted exclusively to Contractors who perform construction work on the Covered Projects and agree to execute and be bound by the terms of this PLA.

### **ARTICLE 1**

#### **RECITALS**

WHEREAS, Metropolitan has identified certain projects within its Capital Investment Plan that are critical to addressing regional growth, drought impacts related to climate change, and other challenges placing new demands on Metropolitan’s aging and complex water infrastructure by making investments to maintain water reliability; and

WHEREAS, Metropolitan desires the completion of the Covered Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of Covered Projects are of the utmost importance to the Metropolitan Service Area; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Covered Projects; and

WHEREAS, large numbers of workers of various skills and trades will be required in the performance of construction work on Covered Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects with multiple on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Covered Projects, a satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Covered Projects and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes, and grievances without any strikes, slowdowns, work interruptions, or disruption of Covered Projects, and the Contractors agree not to engage in any lockout; and

WHEREAS, Metropolitan places high priority upon the development of comprehensive programs for the recruitment, training, employment and retention of Local Workers and Transitional Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. To that end, the Parties agree to implement the Construction Careers Pipeline Program (“CCPP”), and Metropolitan and the Parties will encourage Local Workers and Transitional Workers to participate in Covered Projects through the CCPP and other procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Covered Projects through the referral programs sponsored and/or supported by the Parties to this PLA; and

WHEREAS, the Covered Projects will provide opportunities for SBEs/DVBES to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of Metropolitan, the Project Labor Coordinator, Contractors and other organizations retained by Metropolitan for this purpose, to encourage and assist the participation of SBEs/DVBES in the Covered Projects. Specifically, the Parties understand that Metropolitan has an established and quantified policy which places a strong emphasis on the utilization of SBEs/DVBES on Covered Projects. Metropolitan and the Parties shall participate in outreach programs and provide education, and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such SBEs/DVBES, Transitional Workers, and Local Workers; and

WHEREAS, it is further understood that Metropolitan will designate a “Project Labor Coordinator,” either from its own staff and/or a consultant acting on behalf of Metropolitan, to monitor and enforce compliance with the PLA. The Project Labor Coordinator, as the authorized representative of Metropolitan, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

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

## **ARTICLE 2**

### **DEFINITIONS**

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below. All definitions include both singular and plural forms.

“Apprentice” means those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California or the U.S. Department of Labor.

“Board of Directors” or “Board” means the Metropolitan Water District of Southern California’s governing Board of Directors responsible for establishing and administering Metropolitan’s policies and upholding the articles in the Metropolitan Water District Act (Statutes 1969, ch. 209, as amended).

“Contractor” means the Prime Contractor and any subcontractor of any tier awarded Covered Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, consultant or combination thereof, including joint ventures, performing Covered Work.

“Core Employee” is defined in Article 4, Section 4.6.

“Councils” means building and construction trades councils that are signatory to the PLA.

“Covered Contract” means a prime contract or subcontract awarded for performance of Covered Work.

“Covered Project” means a Metropolitan Capital Investment Plan construction project that is identified in Attachment D. However, only those construction projects listed in Attachment D that are advertised for bid during the term of this PLA shall be considered Covered Projects and subject to the terms and conditions of this PLA.

“Covered Work” means construction work in furtherance of a Covered Project, other than work excluded pursuant to specific exemptions set forth in this PLA.

“Current Prevailing Wage Determination” means the means the most recently adopted and published prevailing wage determination by the State of California, Department of Industrial Relations, in effect at the time the work is performed by each Contractor.

“Joint Labor/Management Apprenticeship Program” means an apprenticeship program jointly managed and administered by both a Union and contractor or contractor association, and (i) approved by the State of California’s Division of Apprenticeship Standards; (ii) registered with the U.S. Department of Labor; or (iii) registered with a State Apprenticeship Agency granted authority by the U.S. Department of Labor to register apprenticeship programs for federal purposes, pursuant to 29 CFR Part 29.

“Local Worker” means a construction craft worker domiciled in the Metropolitan Service Area, or Veteran residing anywhere. “Domiciled” has the meaning set forth in section 349(b) of the California Election Code, indicating a fixed address with intent of continued residency. Upon the mutual written agreement between Metropolitan and the relevant Council, this definition can be modified to include first tier zip codes within a geographic radius of a Covered Project, and such first tier zip codes will be included in the Workforce Dispatch Request Form.

“Master Agreement” means the local master labor agreement of a Union.

“Metropolitan” means the Metropolitan Water District of Southern California.

“Metropolitan Service Area” means the zip codes served by Metropolitan and attached hereto as Attachment B-1.

“Multi-Craft Core Curriculum” or “MC3” means the comprehensive pre-apprenticeship training curriculum developed and approved by North America’s Building Trades Unions National Apprenticeship and Training Committee, and approved by the Councils for use by training partners within their geographic jurisdiction.

“Parties” means the Councils, Unions, and Contractors.

“Prime Contractor” means the contractor awarded a Covered Contract in privity directly with Metropolitan.

“Project Labor Coordinator” means the designee of Metropolitan, either from its own staff and/or a consultant acting on behalf of Metropolitan, to monitor compliance with this PLA and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“Small Business Enterprise/Disabled Veteran Business Enterprise” or “SBE/DVBE”:

“SBE” means a business that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121; or a business that has been certified by the California Office of Small Business and DVBE Services as a Small Business, or a Small Business for the Purpose of Public Works.

“DVBE” means a business that is independently owned and operated; is not dominant in its field; and meets the criteria set forth by the Veterans Benefit Act of 2003 (15 USC 657f) and by the California Department of General Services (DGS), Procurement Division (PD), Office of Small Business and DVBE Certification (OSDC).

“Transitional Worker” means any individual qualifying for one or more of the following categories, at initial time of employment on the Covered Project in question:

- (a) is a Veteran;
- (b) is an Apprentice with less than fifteen percent of the work hours required for completion of the Apprenticeship Program;
- (c) has no high school diploma or general education diploma (GED);
- (d) is homeless or has been homeless within the last year;
- (e) is a former foster youth;
- (f) is a custodial single parent;
- (g) is experiencing protracted unemployment (defined as receiving unemployment benefits for at least three months);
- (h) is a current recipient of government cash or food assistance benefits;
- (i) has a documented income at or below 100 percent of the Federal Poverty Level;
- (j) is formerly incarcerated; or
- (k) is a graduate of an apprenticeship readiness program approved to use the multi-craft core curriculum (MC3).

“Union” means any labor organization signatory to this PLA.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215(a)).

“Workforce Dispatch Request Form” means the project-specific form by which Contractors are required to use to request workers from the Union hiring halls on Covered Projects. The form will be provided by Metropolitan in each Covered Contract.

### **ARTICLE 3**

#### **SCOPE OF THE PLA**

**Section 3.1** This PLA is limited to covering all on-site construction work on Covered Projects within the scope of each Covered Contract.

**Section 3.2** Exclusions. Items specifically excluded from the scope of this PLA include the following:

- (a) Work of non-manual employees including but not limited to, superintendents, supervisors, staff engineers, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, and management employees; and
- (b) All offsite manufacturing, fabrication, deliveries, maintenance, and handling of materials, equipment, or machinery, and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material and manufacturing (e.g., prefabrication) sites dedicated solely for the project, on-site fabrication, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and
- (c) All employees of the Project Labor Coordinator, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for Metropolitan (including, but not limited to, project managers and construction managers and their employees) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA. Notwithstanding the foregoing, however, on-site surveying and inspection services shall be within the scope of this PLA if they are within the State of California’s general prevailing wage determination for Field Surveyor or Building/Construction Inspector and Field Soils and Material Tester, when this work is performed on a Covered Project by either employees of a Contractor, pursuant to a construction contract, or by consultants working under a

professional services agreement with Metropolitan. Quality control and quality assurance work, within scope of the prevailing wage determination for Field Surveyor or Building/Inspector and Fields Soils and Material Tester, is covered by this PLA.

(d) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, Metropolitan, private utilities or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to Metropolitan); and

(e) It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Covered Project. The nature of the equipment and systems, together with requirements of the manufacturer's warranty, may dictate that it be installed under the supervision and direction of Metropolitan's and/or the manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work, or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer.

If a warranty on the manufacturer's specialty or technical equipment or systems purchased by Metropolitan requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel, and it shall be excluded from the PLA.

If a warranty on the manufacturer's specialty or technical equipment or systems purchased by Metropolitan requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by such certified contractor and it shall be excluded from the PLA.

When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. Any work to be excluded pursuant to this subsection (e) shall be identified and discussed at the relevant pre-job conference. Upon request from the relevant Council, Metropolitan shall review with the manufacturer or certified contractor whether the installation or application may be performed pursuant to terms of the PLA without affecting the status of the

warranty. Upon request from a Union to the Project Labor Coordinator, copies of the applicable written warranty and any related contract language shall be provided. This subsection (e) does not apply to construction equipment; and

- (f) Laboratory work; and
- (g) Non-construction support services contracted by Metropolitan, Project Labor Coordinator, or Contractor in connection with Covered Projects; and
- (h) Work performed by employees of Metropolitan; and
- (i) Emergency work.

**Section 3.3** Awarding of Contracts.

(a) Metropolitan has the absolute right to bid or award Covered Contracts regardless of contract delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union, provided only that such Contractor is willing, ready, and able to execute a Letter of Assent as set forth in Attachment A hereto, and comply with this PLA in performance of Covered Work.

(b) It is agreed that all Contractors awarded Covered Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this PLA by executing a Letter of Assent as set forth in Attachment A hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Covered Projects without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

**Section 3.4** Master Agreements.

(a) The provisions of this PLA, including the applicable terms of the Master Agreements (which are the local Master Agreements of the signatory Unions having jurisdiction over the work on the Project, and as such may be changed from time to time consistent with Section 19.3) that are incorporated by reference into this PLA, shall apply to Covered Work, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Master Agreement, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Master Agreement and incorporated by reference into this PLA, the provisions of the Master Agreement shall apply. Any dispute as to the applicable source between this PLA and any

Master Agreement shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the applicable terms of the Master Agreements that are incorporated by reference into this PLA, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any Master Agreement, or any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA. Provided, however, that a Contractor not signatory to the appropriate Master Agreement may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA for work on Covered Projects and/or expand its obligation to make contributions pursuant thereto. It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning work on Covered Projects.

(c) Only PLA Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes are applicable to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors, or all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technician.

**Section 3.5** The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Covered Projects, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than work performed on Covered Projects specifically covered by this PLA.

**Section 3.6** Binding Signatories Only. This PLA and Letter of Assent shall only be binding on Contractors in the performance of Covered Work, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Contractors.

**Section 3.7** Other Metropolitan 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 PLA, which may be performed by Metropolitan employees or contracted for by Metropolitan for its own account, on its property, or in and around a project site.

**Section 3.8** Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among Metropolitan or Project Labor Coordinator and/or any Contractor.

**Section 3.9** Completed Covered Projects. As portions of Covered Projects are completed, this PLA shall have no further force or effect on such portions of projects, except where the Contractor is directed by Metropolitan or its representatives to engage in warranty services as covered by the contract, including repairs, modification and/or check-out functions required by its contract(s) with Metropolitan.

#### ARTICLE 4

#### UNION RECOGNITION AND EMPLOYMENT

**Section 4.1** Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Covered Projects. Such recognition does not extend beyond the period when the employee is engaged in Covered Projects.

**Section 4.2** Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article. The Contractor shall also have the right to reject any applicant referred by a Union for any lawful reason, subject to any reporting time requirements of the applicable Master Agreement; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

**Section 4.3** Referral Procedures.

(a) For Unions having a job referral system contained in a Master Agreement, the Contractor agrees to comply with such system, and such system shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment

opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of Metropolitan to encourage employment of Local Workers, Transitional Workers, and utilization of SBEs/DVBEs on the Covered Projects, and to facilitate the ability of all Contractors to meet their employment needs.

(b) 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 a Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce to perform Covered Work. The Unions will work with the Project Labor Coordinator and others designated by Metropolitan, to identify and refer competent craft persons as needed for Covered Projects. The Parties shall identify individuals, particularly Local Workers and Transitional Workers, and exert their best efforts to facilitate entrance into Apprenticeship Programs.

(c) With assistance from Metropolitan, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Covered Projects to be undertaken.

(d) The Union shall not knowingly refer an employee currently employed by a Contractor on Covered Projects to any other Contractor.

**Section 4.4** Non-Discrimination in Referral, Employment, and Contracting. The Parties shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, ethnicity, color, ancestry, religious creed, national origin, sexual orientation, physical disability, mental disability, medical condition, age, marital status, denial of family care leave, genetic information, gender, gender identity, gender expression, military and veteran status, criminal records, past incarceration, previous status as a foster youth, political affiliation, or membership in a labor organization in hiring and dispatching workers for the Covered Projects. The Parties will ensure that the evaluation and treatment of their employees, members, and applicants for employment or membership are free from such discrimination and harassment.

Further, it is recognized that Metropolitan has certain policies, programs, and goals for the utilization of SBEs/DVBEs. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA

that may appear to interfere with SBEs/DVBEs successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with Metropolitan's policies and commitment to its goals for the significant utilization of SBEs/DVBEs as Contractors, vendors or suppliers on Covered Projects.

**Section 4.5** Employment of Local Workers and Transitional Workers.

(a) In recognition of Metropolitan's mission to maximize employment opportunities for Local Workers and Transitional Workers, the Parties agree that Local Workers, as well as Transitional Workers to the extent such status is known, shall be first referred for Covered Projects. If Metropolitan and the relevant Council mutually agree in writing to establish first tier zip codes within a geographic radius of a Covered Project, the Parties agree to first refer workers domiciled in the first-tier zip codes before referring Local Workers domiciled outside of the first tier zip codes. The list of qualifying zip codes for Local Workers, including any first-tier zip codes, will be referenced in the Workforce Dispatch Request Form for each Covered Project.

(b) The Parties agree to achieve a goal of at least sixty (60) percent of the total construction craft hours worked on each Covered Project be performed by Local Workers.

(c) The Parties agree to achieve a goal of at least fifteen (15) percent of the total construction craft hours worked on each Covered Project be performed by Transitional Workers. Hours worked by Transitional Workers who are also Local Workers may be applied to the Local Worker participation goal.

(d) Contractors shall attempt to satisfy the goals set forth in Sections 4.5(b) and (c) by (i) assigning current craft employees who are Local Workers and/or Transitional Workers to perform Covered Work; (ii) if necessary, requesting referral of Local Workers and Transitional Workers from Union hiring halls (using the Workforce Dispatch Request Form) and Apprenticeship Programs; and (iii) if the goals are not satisfied after following such steps, considering qualifying workers available from other sources, in compliance with Section 4.7.

Contractors that follow these procedures in good faith and with concerted efforts to identify and retain Local Workers and Transitional Workers shall not be considered in non-compliance for failure to meet the goals set forth in Sections 4.5(b) and (c).

(e) Professional services agreements entered into by Metropolitan for covered surveying or inspection services, which are separate and apart from the

Construction Contract for a Covered Project, are exempt from the foregoing Local Worker and Transitional Worker hiring goals.

(f) To facilitate the dispatch of Local Workers and Transitional Workers, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form. When Local Workers and Transitional Workers are requested by a Contractor, the Unions will refer Local Workers, and Transitional Workers to the extent such status is known, regardless of their place in the Union hiring halls' list and normal referral procedures.

(g) The Project Labor Coordinator shall work with the Parties in the administration, monitoring, and the reporting of the foregoing Local Worker and Transitional Worker hiring goals.

**Section 4.6** Core Employees. This Section only applies to Contractors who are not directly signatory to an applicable Master Agreement.

(a) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be either a journeyperson or Apprentice and appear on the Contractor's active payroll for at least sixty (60) of the last one-hundred-twenty (120) working days prior to being designated as a Core Employee. Journeyman core employees must have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior two (2) years.

(2) A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.

(b) Core Employee Hiring Procedure for SBEs/DVBES. The Parties recognize Metropolitan's Business Outreach Program and Board-adopted policies, and Metropolitan's interest in promoting competition and inclusion of SBEs/DVBES, which may not be signatory to a current Master Agreement. In order to promote participation and attract SBEs/DVBES to work under this PLA, and subject to the limitations set forth below, each Contractor that is a SBE/DVBE with twenty-five (25) or less employees at the time they are awarded a Covered Contract may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2)

additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. Notwithstanding the foregoing, Contractors must comply with the State of California Labor Code requirements for the utilization of Apprentices on Covered Projects.

(c) Contractors who do not qualify for the hiring procedure for SBEs/DVBEs set forth in Section 4.6(b), and who are not otherwise signatory to a current Master Agreement, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of five (5) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

(d) Section 4.6 only applies to Contractors who are not directly signatory to a current Master Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at a Covered Project site.

(e) Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees, unless otherwise permitted by the affected Union.

(f) Upon request by any Party to this PLA, a Contractor hiring one or more Core Employees shall provide satisfactory proof (i.e., certified payroll records, quarterly tax records, and such other documentation) evidencing Core Employees' qualifications as such to the Project Labor Coordinator and the relevant Council.

(g) In addition to the core employee provisions set forth herein, all Contractors may avail themselves of any opportunity provided for in the applicable Master Agreements to call for specific employees by name.

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

**Section 4.7** Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

**Section 4.8** Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants in conformance with remaining provisions of this Article 4. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

**Section 4.9** Union Membership. Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. Nothing in this Section 4.9 is intended to supersede independent requirements of the applicable Master Agreements as to those Contractors otherwise signatory to such Master Agreements and as to the employees of those Contractors who are performing work on Covered Projects. Contractors otherwise signatory to such Master Agreements shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement.

**Section 4.10** Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Master Agreements. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

**Section 4.11** Skilled and Trained Workforce. Each Contractor performing work on a Covered Project that was procured by Metropolitan through an alternative project delivery methodology, as authorized by sections 21568 et seq. or sections 22170 et seq. of the California Public Contract Code, is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The

Parties shall utilize the grievance procedures set forth in Article 10 of this PLA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, Contractors and Metropolitan shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this PLA.

## ARTICLE 5

### UNION ACCESS AND STEWARDS

**Section 5.1** Access to Project Sites. Authorized representatives of the Union shall have access to Covered Projects, 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 signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

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

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

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

**Section 5.4** Employees on Non-Covered Projects. On work where the personnel of Metropolitan or its contractors may be working in close proximity to the construction activities covered by this PLA on non-covered projects, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with Metropolitan personnel, or with personnel employed by any other employer not performing Covered Work.

## ARTICLE 6

### WAGES AND BENEFITS

**Section 6.1** Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable Current Prevailing Wage Determinations. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Master Agreements are required to pay all of the wages and fringe benefits set forth in those Master Agreements without reference to the forgoing. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any Current Prevailing Wage Determinations.

**Section 6.2** All employees covered by this PLA may be paid by check, all wages shall be paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or

laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

**Section 6.3** Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Agreement and make all employee-authorized deductions in the amounts designated in the appropriate Master Agreement, however, such contributions shall not exceed the contribution amounts set forth in the Current Prevailing Wage Determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the Master Agreements are required to make all contributions set forth in those Master Agreements without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable Master Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

(b) Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis how payments will 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 successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union employee benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union employee benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(c) Contractors of whatever tier shall make regular and timely contributions required by this Article in amounts and on the time schedule set forth in the appropriate Master Agreement. Delinquency in the payment of contributions is a breach of this PLA. If a Contractor is delinquent with paying contributions in violation of this PLA, the Union or the trust fund shall provide notification to the Project Labor Coordinator after efforts by the Union or the trust fund to resolve the delinquency have been exhausted with the delinquent Contractor and provide documentary evidence of the delinquency endorsed by the trust fund. Upon such notification, the Project Labor Coordinator will assist the Contractor, Union and the trust fund resolve the delinquency. If the delinquency is not resolved within thirty (30) calendar days thereafter, the Prime Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from

any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance.

In the case of a delinquent Prime Contractor, if the delinquency is not resolved within thirty (30) days, the Project Labor Coordinator shall notify Metropolitan of the delinquency and request Metropolitan to withhold, in an appropriate amount, any funds due and owing to the Prime Contractor. Pursuant to the announced commitment of Metropolitan, the Prime Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the trust fund. All Contractors must certify to the Project Labor Coordinator that all benefit contributions due as required by this Agreement have been paid.

(d) Notwithstanding any other provisions, this PLA is an agreement under Section 8(f) of the National Labor Relations Act (“NLRA”), which covers work performed in the building and construction industry. In addition, the work performed under this PLA qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 (“ERISA”), as amended. If any pension trust fund covered by the terms and conditions of this PLA does not qualify for the ERISA Construction Industry Exemption authorized by Section 4203(B)(1)(i), as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this PLA to qualify for the Construction Industry Exemption, the Contractors signatory to this PLA will not be obligated to make contributions to that fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt fund to the employees’ wages or other bona fide retirement plan program pursuant to Current Prevailing Wage Determinations.

**Section 6.4** Compliance with Prevailing Wage Laws. All complaints regarding possible violations of applicable prevailing wage laws may be referred to the Project Labor Coordinator, if any, for processing, investigation and resolution. Such complaints may also be resolved by utilizing the Article 10 grievance procedure. To facilitate compliance with applicable prevailing wage laws and the Current Prevailing Wage Determinations, Metropolitan and each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to a requesting Union within ten (10) days of the request.

## ARTICLE 7

### WORK STOPPAGES AND LOCKOUTS

- Section 7.1** No Work Stoppages or Disruptive Activity. The Councils and the Unions signatory hereto agree that neither they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of 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 Covered Projects, or which interferes with or otherwise disrupts Covered Projects, or with respect to or related to Metropolitan or its Contractors or subcontractors, 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 arbitrable. Any such actions by the Councils, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Councils and the Union shall take all steps necessary to obtain compliance with this Article.
- Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire for performance of Covered Work.
- Section 7.3** Standing to Enforce. Metropolitan and any Contractor affected by an alleged violation of this Article shall have standing and the right to enforce the obligations established herein.
- Section 7.4** Expiration of Master Agreements. This section is only applicable to Contractors directly signatory to an applicable Master Agreement. If an applicable Master Agreement expires during the term of the Covered Project, the Union(s) agree that there shall be no work disruption of any kind as described in this Article as a result of the expiration of any such agreement(s) having application on the Covered Project and/or failure of the involved parties to that Master Agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements and the Current Prevailing Wage Determinations under this PLA shall remain established and set. Otherwise to the extent that such agreement does expire and the parties to that Master Agreement have failed to reach concurrence on a new contract, work will continue on the Covered Project with one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with an expiring Master Agreement must offer to continue working on the Project under interim agreements that retain all the terms of the expiring Master Agreement, except that the affected Unions may propose wage rates and employer contribution rates to employee benefit funds under the interim agreement that are different from those wage rates and employer contributions rates under the expiring Master Agreement. 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 the geographic area of the Covered Project. All interim agreements expire when the new Master Agreement becomes effective.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring Master Agreement, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring Master Agreement agrees to the following retroactivity provisions: if a new Master Agreement is ratified and signed, and if such new Master 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 Master Agreements, an amount equal to any such retroactive wage increase established by such new Master Agreement, retroactive to whatever date is provided by the new Master Agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees and that neither the Project, nor Metropolitan, nor the Board's designee, nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

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

**Section 7.5** No Lock-Outs. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Covered Projects during the term of this PLA. 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 PLA, or any other agreement, nor does “lock-out” include Metropolitan's decision to stop, suspend, or discontinue any Covered Projects or any portion thereof for any reason.

**Section 7.6** Best Efforts to End Violations.

(a) If a Contractor or Metropolitan contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the 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 this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 7.7** Expedited Enforcement Procedure. Any Party, or Metropolitan, which is an intended beneficiary of this Article, and affected Contractors, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The Party, including any affected Contractor, invoking this procedure shall notify Thomas Pagan, who has been selected by the Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or Barry Winograd, as the alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Contractor or Union alleged to be in violation, and to

the Project Labor Coordinator and relevant Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above, or his/her alternate shall sit and hold a hearing within seventy-two (72) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 7.6, above.

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

(d) The sole issue at the hearing shall be whether or not a violation of this Article 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 (except for damages as set forth in Section 7.8 below), which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all disputing parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all disputing parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all disputing parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be sent to all disputing parties.

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

(g) The fees and expenses of the arbitrator shall be equally divided between the disputing parties.

**Section 7.8** Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage or other disruption to a Covered Project has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to Metropolitan, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent Contractor shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Covered Project, or otherwise correct the violations found by the arbitrator. If the respondent Contractor does not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) an amount equal to the total hourly wages and benefits lost for all affected employees of the Contractor on Covered Projects. In addition, the Contractor shall pay an additional sum per shift to Metropolitan, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor has not been completed.

(c) The Parties agree that delays on Covered Projects caused by violations of this Article will cause Metropolitan to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of this Article, the disputing party in breach shall pay to Metropolitan the sum of not less than

\$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the Covered Project is no longer disrupted. The payment, when made, shall constitute a damages remedy of Metropolitan for the delay specified, but shall not prevent Metropolitan from seeking an injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to Metropolitan pursuant to section 1671 of the California Civil Code.

**Section 7.9** Payroll and Benefit Delinquencies. Notwithstanding other provisions of this PLA, it shall not be a violation of this PLA for any Union to withhold the services of its members from a Contractor who fails to timely pay its weekly payroll in accordance with the applicable Master Agreement or fails to make timely payments to the applicable Union employee benefit funds. This Section 7.9 does not inhibit or affect responsibilities of the Councils and the Union under Section 7.1 to refrain from picketing or other disruption of Covered Projects.

Prior to withholding its members' services for the Contractor's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the payroll delinquency. If the payroll delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon the payment of all monies due and then owing for wages, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Prior to withholding its members' services for the Contractor's failure to make timely payments to the applicable Union benefit funds, the Union shall give at least thirty (30) days written notice of such failure to pay by certified mail, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Prime Contractor, together with the involved Contractor and affected Union, shall meet within five (5) working days after the written notice of such failure to pay was sent to attempt to resolve the delinquency. If the delinquency remains unresolved, then the affected Union may withhold the services of its members from the involved Contractor. Upon payment by the delinquent Contractor of all monies due and then owing for

employee benefit contributions, the Union shall direct its members to immediately return to work and the Contractor shall return all such members back to work.

Nothing in this section should be construed to prevent the Union having jurisdiction over the involved work from submitting a grievance under the procedures of Article 10 for any alleged or actual violations of Article 6 or referring any alleged or actual prevailing wage violation to the Project Labor Coordinator and Metropolitan labor compliance program for review and enforcement, in accordance with Section 6.4.

The Prime Contractor shall have the right to replace any delinquent Contractor in accordance with the terms and conditions of their prime contract with Metropolitan.

## **ARTICLE 8**

### **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

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

**Section 8.2** All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Parties with regard to Covered Work.

**Section 8.3** All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 8.4** 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 Thomas Pagan, Robert Hirsch, and John Kagel, and the arbitrator’s hearing on the dispute shall be held at the offices of the relevant Council, or virtually at the sole discretion of the arbitrator, within fourteen (14) calendar days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

**Section 8.5** Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, the affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

**Section 8.6** Pre-job Conference. It is required that each Contractor conduct a pre-job conference in accordance with the procedures described in Article 15.

## ARTICLE 9

### MANAGEMENT RIGHTS

**Section 9.1** Contractor and Metropolitan Rights. The Contractors and Metropolitan have the sole and exclusive right and authority to oversee and manage construction operations on Covered Projects without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, 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; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with Metropolitan approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and
- (g) 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 Master Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

**Section 9.2** Specific Metropolitan Rights. In addition to the following and other rights of Metropolitan enumerated in this PLA, Metropolitan expressly reserves its management rights and all the rights conferred on it by law and contract. Metropolitan'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; and
- (b) At its sole option, terminate, delay, and/or suspend any and all portions of the Covered Projects at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of Metropolitan and/or to mitigate the effect of ongoing Covered Projects on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Parties to make appropriate scheduling plans, Metropolitan will provide the Prime Contractor and affected Unions with reasonable notice of any changes it requires pursuant to this section); and
- (c) 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
- (d) Investigate and process complaints or disagreements, through the Project Labor Coordinator.

**Section 9.3** Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 9.4** Special Equipment, Warranties, and Guaranties.

- (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed

under the supervision and direction of Metropolitan's and/or manufacturer's personnel or certified specialist contractor. The Unions agree that such equipment is to be installed without incident and without violation of this PLA.

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

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

## **ARTICLE 10**

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

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

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

(b) The Contractors, Unions, and Contractor employees collectively and individually, realize the importance of maintaining continuous and uninterrupted performance of Covered Projects, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements

of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the grievance parties to ensure the time limits and deadlines are met.

**Section 10.2** Processing Grievances. Any questions, complaints or alleged violations of this PLA (except for alleged violations of Articles 7 or 8), which includes questions, complaints or alleged violations of any applicable provisions of the Master Agreements, shall be considered a grievance and subject to resolution under the following procedures.

Step 1.

(a) Employee Grievances. When any employee subject to this PLA alleges that a Contractor has violated a provision of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the grievance parties.

(b) Union or Contractor Grievances. Should a Union or a Contractor (each a “complaining party”) allege a violation of this PLA by any Party, and, if after conferring within ten (10) working days after the complaining party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1(a) above for the processing of an employee complaint.

Step 2. A representative of the complaining party, and a representative of any responding party to the grievance (“responding party”), shall meet within seven

(7) working days of the referral of the dispute to this second step to attempt to arrive at a satisfactory settlement thereof. Metropolitan may participate as an interested party in any dispute brought under this Article. If the complaining party and responding parties fail to reach an agreement to the satisfaction of the complaining party, the dispute may be submitted in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

Step 3.

(a) If the grievance is submitted but not resolved under Step 2, the complaining party may request in writing to the Project Labor Coordinator (with copy[ies] to the other party[ies] to the grievance) within seven (10) working days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected in sequential order by the Project Labor Coordinator from the following arbitrator list: (1) Thomas Pagan; (2) Michael Prihar; (3) Fred Horowitz; (4) Sara Adler; (5) Michael Rappaport. The arbitration may be conducted virtually at the sole discretion of the arbitrator. In the event any of these arbitrators retire or become permanently unavailable, Metropolitan and the Councils may jointly select a replacement arbitrator for the list. Any arbitrator not available to conduct the arbitration within one hundred and twenty (120) calendar days of the referral of the grievance to arbitration will be considered unavailable, and the Project Labor Coordinator shall move to the next available arbitrator on the list. The decision of the arbitrator shall be final and binding on all parties to the grievance, and the fee and expenses of such arbitrations shall be borne equally by the parties to the grievance. In cases for which the arbitrator finds a violation of this PLA, the arbitrator may order cessation of the violation and other appropriate relief, and such award shall be served on all parties to the grievance and Metropolitan. This grievance process and arbitration proceedings do not impede the ability of Metropolitan to advance any available dispute resolution processes and remedies under its prime contracts for violations thereof.

(b) Failure of the complaining 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 to the grievance 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 PLA.

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

**Section 10.4** Notice. The Project Labor Coordinator shall be notified by the involved Union(s) and Contractor(s) of all actions at Steps 2 and 3, and further, the Project Labor Coordinator or other Metropolitan representative shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## **ARTICLE 11**

### **COMPLIANCE**

**Section 11.1** Compliance with All Laws. The Unions, Contractors, and their employees shall comply with all applicable federal and state laws, ordinances, and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment.

## **ARTICLE 12**

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

**Section 12.1** Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with all applicable safety laws and regulations and any safety rules contained herein or established by Metropolitan and 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 Metropolitan.

(b) All Parties and Contractor employees shall be bound by the safety, security, and visitor rules established by the Contractor, the Project Labor Coordinator, and Metropolitan. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this Section will subject him/her to discipline, up to and including discharge. All employees shall comply with the safety regulations established by Metropolitan, the Project Labor Coordinator, and the Contractor.

**Section 12.2** Drug and Alcohol Testing Policy. The Parties shall adopt the Drug and Alcohol Testing Policy attached hereto as Attachment C, which is the exclusive Drug and Alcohol Testing Policy for Covered Projects.

## ARTICLE 13

### TRAVEL AND SUBSISTENCE

**Section 13.1** Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in Applicable Prevailing Wage Laws. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provisions of the applicable Master Agreement(s).

## ARTICLE 14

### APPRENTICES

**Section 14.1** Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by Metropolitan, and the opportunities to provide continuing work on Covered Projects for Local Workers and Transitional Workers. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist Local Workers and Transitional Workers in enrolling in and progressing through Apprenticeship Programs and/or apprenticeship readiness programs in the construction industry that lead to participation in Apprenticeship Programs. Metropolitan, the Project Labor Coordinator, other Metropolitan consultants, the Contractors, and the Councils and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs.

**Section 14.2** Use of Apprentices.

(a) The Parties agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code or applicable federal law, and the standards of each Apprenticeship Program. The minimum ratios for Apprentice to journey person hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of

Apprentices. Metropolitan, unless otherwise required by law, shall encourage such utilization and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Councils, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journeypersons, especially Local Workers and Transitional Workers.

(b) The Parties will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeyperson or other Contractor employee 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. Apprentices must be supervised and utilized in accordance with all applicable Federal and State laws.

(d) Metropolitan's Workforce: The Councils and Metropolitan agree to partner with and utilize local MC3 apprenticeship readiness programs as a pipeline of Local Workers and Transitional Workers for direct employment with Metropolitan in construction, maintenance, and other related apprenticeship opportunities.

## ARTICLE 15

### PRE-JOB CONFERENCE

**Section 15.1** Each Contractor is required to conduct a pre-job conference with the Unions not less than six (6) working days prior to commencing work on each Covered Project. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, the Covered Project's rules, and propose Union work assignments.

**Section 15.2** The Project Labor Coordinator may work with the Prime Contractor and Councils to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this PLA is the responsibility of the Prime Contractor.

**Section 15.3** All work assignments shall be disclosed by each Contractor at the pre-job conference. Should there be Covered Work that was not previously assigned at a pre-job conference, or additional Covered Work be added to the scope of the

Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

**Section 15.4** Any Union in disagreement with a proposed assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within three (3) working days after the pre-job conference occurred. Within three (3) working days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies sent to the Project Labor Coordinator and relevant Council.

**Section 15.5** A Contractor's failure to conduct a pre-job conference in accordance with this PLA is considered a breach of contract, and any affected Union may pursue a grievance under Article 10 of this PLA to seek a remedy for such a violation. Provided, however, if the Contractor has conducted a pre-job conference in accordance with this PLA, that Contractor is not required to participate in any additional pre-job conferences or mark-up meetings related to the original scope(s) of work assigned at the pre-job conference.

**Section 15.6** The Project Labor Coordinator may attend and facilitate each pre-job conference. At each pre-job conference, the Project Labor Coordinator shall address the programs, goals and outcomes related to Local Worker and Transitional Worker employment, as well as the progress of implementing the CCPP.

## ARTICLE 16

### **LABOR/MANAGEMENT COLLABORATION**

**Section 16.1** Labor/Management Collaboration Meetings. The Parties will conduct periodic labor/management cooperation meetings, which will be chaired jointly by a designee of Metropolitan and a designee of the Councils. The co-chairs shall determine the frequency and scheduling of the meetings with the assistance of the Project Labor Coordinator. The purpose of the meetings shall be to update the Parties about the progress and schedule of Covered Projects, promote harmonious and stable labor management relations, ensure effective and constructive communication between labor and management Parties, advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Covered Projects. The Project Labor Coordinator shall prepare reports detailing the outcomes of the Local Worker, Transitional Worker, and Apprentice utilization goals on each Covered Project, and the implementation and progress of the CCPP. All Parties will be invited to attend the labor/management

cooperation meetings. Substantive grievances or disputes shall not be reviewed or discussed by this Committee but shall be processed pursuant to the provisions of the appropriate Article.

## ARTICLE 17

### SAVINGS AND SEPARABILITY

**Section 17.1** Savings Clause. It is not the intention of any Party to violate any laws governing the subject matter of this PLA. In the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA 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 PLA. If and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court suspending temporarily or permanently the implementation of this PLA, then all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA, so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

**Section 17.2** Effect of Injunctions or Other Court Orders. The Parties recognize the right of Metropolitan to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order or should a government agency take action to enforce any applicable statute or regulation that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the project, or jeopardize project funding.

## ARTICLE 18

### WAIVER

**Section 18.1** Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the

Parties from any of their rights, duties, or obligations hereunder.

## ARTICLE 19

### EFFECTIVENESS OF THE PLA

#### Section 19.1 Term and Application of PLA.

(a) Term of Years. This PLA shall become effective after it has been signed by the Councils and approved by Metropolitan's Board. The PLA shall continue in full force and effect for a term of five (5) years after the initial effective date.

(b) Application to Covered Projects. The PLA shall be included in all Covered Contracts with a bid advertisement date occurring during the five-year term of the PLA. The PLA continues in effect with regard to each Covered Project until all Covered Work under a Covered Contract is completed and accepted by Metropolitan, under the procedures described in Section 19.2 below. For Covered Work performed under professional services agreements awarded by Metropolitan, the PLA only applies to professional services agreements with request for proposals or request for qualifications that have a bid advertisement date during the term of this PLA.

(c) Metropolitan has the absolute right to combine, consolidate, or cancel contracts or portions of contracts identified as part of the Covered Projects. It is further understood by the Parties that Metropolitan may at any time, and at its sole discretion, terminate, delay, suspend, remove, modify, or add to any and all portions or segments of the Covered Projects, at any time. Should any portion of the Covered Projects be terminated, delayed, suspended or removed, and subsequently built, such portions of Covered Projects shall remain covered under the terms and conditions of this Agreement, provided the bid advertisement date for such portions of the Covered Projects occur during the term of this PLA.

#### Section 19.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Covered Projects shall be deemed complete when such phase, portion, section or segment has been turned over to Metropolitan by the Prime Contractor and Metropolitan has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by Metropolitan or third parties on behalf of Metropolitan, the PLA shall have no further force or effect on such items or areas, except when the Contractor

is directed by Metropolitan to engage in repairs or modifications required by its Contract(s) with Metropolitan.

(b) Notice of each final acceptance received by the Contractor will be provided to the relevant 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 PLA will continue to apply to each such item on the list until it is completed to the satisfaction of Metropolitan and Notice of Acceptance is given by Metropolitan or its representative to the Prime Contractor.

**Section 19.3** Continuation of Master Agreements. The applicable terms of the Master Agreements that are incorporated by reference into this PLA shall continue in full force and effect with regard to Covered Work as set forth in Section 3.4, until the applicable Master Agreement is modified by parties thereto.

In such case, the Parties agree to recognize and implement all applicable changes on their effective dates as set forth in the modified Master Agreement, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said Master Agreements will not apply to Covered Work if such provisions are less favorable to the Contractor performing Covered Work than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between any Union and Contractor over application of a modified term of a Master Agreement shall be resolved under the procedures established in Article 10.

## **ARTICLE 20**

### **CONSTRUCTION CAREERS PIPELINE PROGRAM AND BUSINESS OUTREACH**

#### **PROGRAM**

**Section 20.1** The magnitude, duration, and complexity of the Covered Projects will require large numbers of skilled craft personnel and create significant economic opportunities for Local Workers, Transitional Workers, SBEs/DVBEs and other businesses. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement local equity, inclusion, diversity and training programs and procedures. This shall include MC3 apprenticeship readiness programs, to prepare persons, especially Local Workers and Transitional Workers, for entrance into

Apprenticeship Programs to begin or continue their construction careers on Covered Projects. Further, the Parties agree to maximize outreach and the inclusion of SBEs/DVBEs through outreach, training, and subcontracting for Covered Projects.

**Section 20.2** The Parties support the development of increased numbers of skilled construction workers who are Local Workers and Transitional Workers to meet the labor needs of Covered Projects. Towards that end, the Parties shall develop, implement and administer the Construction Careers Pipeline Program (“CCPP”) with the mission of maximizing construction career opportunities and creating a construction career pipeline for Local Workers and Transitional Workers to become employed on Covered Projects. Further, the Parties shall create opportunities for SBEs/DVBEs consistent with Metropolitan’s Business Outreach Program goals and inclusion programs for such businesses. In furtherance of the foregoing, the Parties specifically agree to work with Metropolitan to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in the Metropolitan Service Area to conduct outreach, recruitment, and offer opportunities for Local Workers and Transitional Workers, especially segments of the Metropolitan Service Area population that are currently under-represented in the construction industry, to enroll in free MC3 apprenticeship readiness training to prepare them for entry into Apprenticeship Programs and become employed by a Contractor on a Covered Project. The Project Labor Coordinator, with the assistance of the Parties, will assist with the development of the CCPP, as well as with the recruitment, career placement, retention, and tracking of such Local Workers and Transitional Workers who graduate from these MC3 apprenticeship readiness programs; and

(b) The Project Labor Coordinator, with input from the Councils and Contractors, shall produce detailed bi-annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the CCPP and achievement of Local Worker and Transitional Worker employment participation on Covered Projects and directly with Metropolitan; and

(c) The Unions will partner with Metropolitan to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of Local Workers and Transitional Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs,

referral to hiring halls, and provide tailored orientation and mentoring for Local Workers and Transitional Workers; and

(d) The Unions shall assist Local Workers and Transitional Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist Local Workers and Transitional Workers who are seeking employment on Covered Projects and provide opportunities for Union membership by 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 (Contractors not directly signatory to one or more Master Agreement). The Unions shall put on their rolls qualified bona fide Local Workers and Transitional Workers for employment on Covered Projects; and

(e) Construction and Maintenance Careers Partnership with Metropolitan. In accordance with Section 14.2(d) of this PLA, regarding using MC3 apprenticeship readiness programs as a pipeline for construction and maintenance career opportunities directly with Metropolitan, the Councils and Metropolitan agree to create a formal partnership to access the Councils' vast network of MC3 apprenticeship readiness program graduates. The partnership shall include coordination with organizations that support such MC3 apprenticeship readiness programs including the Los Angeles and Orange Counties Building and Construction Trades Council Apprenticeship Readiness Fund. The Councils and Metropolitan may draft a memorandum of understanding to establish the goals and objectives of the partnership.

(f) Business Outreach Program. Since the inception of Metropolitan's Business Outreach Program (BOP) more than two decades ago – one of the first such initiatives in the state – more than \$1.5 billion has been invested in Southern California's SBEs/DVBEs. The mission of the BOP is to help SBEs/DVBEs across Southern California grow and thrive. Metropolitan's BOP team works hand in hand with business owners to put them on a path to success. The BOP team advocates on their behalf, hosts educational and networking events, and highlights relevant contracting opportunities. Towards that end, the Parties and Metropolitan agree to use the PLA as an opportunity to enhance outreach, training and business opportunities for SBEs/DVBEs within the Metropolitan Services Area, which shall include:

(1) The Parties agree to partner with Metropolitan by participating in and supporting the enhancement of the MetWorks Program to include networking and training opportunities about the PLA, and expanded outreach and training

opportunities for SBEs/DVBEs to develop a deeper understanding of Metropolitan's high standard of construction, strict compliance procedures and deadlines, specification and submittal requirements, as well as information about upcoming construction projects and schedules.

(2) Within the first 30 days after the effective date of this PLA, and annually thereafter upon request by Metropolitan, each Union responsible for the geographic area of a Covered Project shall make a good faith effort to provide the BOP team with a list of its union-signatory contractors who are SBEs or DVBEs, or may qualify as SBEs or DVBEs, so that the BOP team can conduct outreach, together with the Unions, with the objective of increasing the participation of union-signatory SBEs and DVBEs on Covered Projects.

## **ARTICLE 21**

### **HELMETS TO HARDHATS**

**Section 21.1** Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

**Section 21.2** Integrated Database. The Parties agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project. The Project Labor Coordinator may assist the Parties with scheduling opportunities for outreach, recruitment, interviews, assessment and commencing with an Apprenticeship Program's application and entrance process. The Parties agree to engage and participate in such opportunities.

## ARTICLE 22

### NO DISCRIMINATION AND NO HARASSMENT

**Section 22.1** This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status are contrary to the values of Metropolitan, the Contractors and the Unions. There shall be no unlawful discrimination, harassment or retaliation by any Contractor or Union on the basis of sex, gender, race, national origin, color, ancestry, religion, ethnicity, age, disability, genetic information, sexual orientation, gender identity, gender expression, marital status, denial of family care leave, military and veteran status, criminal record, past incarceration, previous status as a foster youth, medical condition, political affiliation, membership in a labor organization in hiring and dispatching workers for the project, or any other characteristic protected by state or federal employment law. All Contractors and employees are responsible for conducting themselves in accordance with this Article. Any Contractor, Contractor employee or Union representative proven to be in violation of this Article is subject to immediate removal from the Covered Project.

## ARTICLE 23

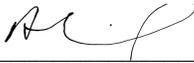
### AMENDMENTS

**Section 23.1** This PLA can be amended by mutual agreement between Metropolitan and the Councils. Any amendments to this PLA shall become effective after being signed by the Councils and approved by the Board, and shall only apply to Covered Contracts with a bid advertisement date on or after the effective date of the amendment and during the term of the PLA.

In witness whereof, Metropolitan and the Councils have caused this Project Labor Agreement to be executed as of the date and year stated below.

Approved as to form:

**METROPOLITAN WATER DISTRICT**

By:  10/10/2022

Name: Adel Hagekhalil  
Title: General Manager  
Date: October 11, 2022

Mark Parsons 10/10/2022

for GENERAL COUNSEL  
of  
The Metropolitan Water District  
of Southern California

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

By: Chris Hannan

Name: Chris Hannan

Title: Executive Secretary

Dated: 9/26/2022

**SAN BERNARDINO-RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCIL**

By: 

Name: Slaughter Bradley

Title: Executive Secretary

Dated: 9/27/2022

**SAN DIEGO COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

By: Carol Kim

Name: Carol Kim

Title: Business Manager

Dated: 9/27/2022

**TRI-COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL**

By: 

Name: Joshua Medrano

Title: Executive Secretary & Treasurer

Dated: 9/27/2022

UNION SIGNATURE PAGES

**ATTACHMENT A – LETTER OF ASSENT**

[COMPANY LETTERHEAD]

Metropolitan Water District  
ATTN: Project Labor Coordinator  
[1234 Address Line]  
[City, State, Zip]

Covered Project Name: \_\_\_\_\_

Dear Project Labor Coordinator:

This is to certify that the undersigned Contractor has examined a copy of the Metropolitan Water District Project Labor Agreement. The undersigned Contractor hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such Agreement may, from time to time, be amended or interpreted pursuant to its terms.

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

This Letter of Assent shall become effective and binding upon the undersigned Contractor on the date signed below and shall remain in full force and effect until the completion of the above stated Covered Project.

Sincerely,

Name of Construction Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Lic. No. \_\_\_\_\_  
(Name and Title of Authorized Executive) (Contractor's State License No.)

## ATTACHMENT B-1 – METROPOLITAN SERVICE AREA ZIP CODES

### Los Angeles County Service Area Zip Codes

90001	90002	90003	90004	90005	90006	90007	90008	90009	90010	90011	90012	90013	90014	90015
90016	90017	90018	90019	90020	90021	90022	90023	90024	90025	90026	90027	90028	90029	90030
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91702	91706	91711	91714	91715	91716	91722	91723	91724	91731	91732	91733	91734	91735	91740
91741	91744	91745	91746	91747	91748	91749	91750	91754	91755	91756	91765	91766	91767	91768
91769	91770	91771	91772	91773	91775	91776	91778	91780	91788	91789	91790	91791	91792	91793
91801	91802	91803	91804	91896	91899	93510	93532	93534	93535	93536	93539	93543	93544	93550
93551	93552	93553	93563	93584	93586	93590	93591	93599						

### Orange County Service Area Zip Codes

90620	90621	90622	90623	90624	90630	90631	90632	90633	90680	90720	90721	90740	90742	90743
92602	92603	92604	92605	92606	92607	92609	92610	92612	92614	92615	92616	92617	92618	92619
92620	92623	92624	92625	92626	92627	92628	92629	92630	92637	92646	92647	92648	92649	92650
92651	92652	92653	92654	92655	92656	92657	92658	92659	92660	92661	92662	92663	92672	92673
92674	92675	92676	92677	92678	92679	92683	92684	92685	92688	92690	92691	92692	92693	92694
92697	92698	92701	92702	92703	92704	92705	92706	92707	92708	92711	92712	92728	92735	92780
92781	92782	92799	92801	92802	92803	92804	92805	92806	92807	92808	92809	92811	92812	92814
92815	92816	92817	92821	92822	92823	92825	92831	92832	92833	92834	92835	92836	92837	92838
92840	92841	92842	92843	92844	92845	92846	92850	92856	92857	92859	92861	92862	92863	92864
92865	92866	92867	92868	92869	92870	92871	92885	92886	92887	92899				

### Riverside County Service Area Zip Codes

91752	92201	92202	92203	92210	92211	92220	92223	92225	92226	92230	92234	92235	92236	92239
92240	92241	92247	92248	92253	92254	92255	92258	92260	92261	92262	92263	92264	92270	92276
92282	92320	92501	92502	92503	92504	92505	92506	92507	92508	92509	92513	92514	92516	92517
92518	92519	92521	92522	92530	92531	92532	92536	92539	92543	92544	92545	92546	92548	92549
92551	92552	92553	92554	92555	92556	92557	92561	92562	92563	92564	92567	92570	92571	92572
92581	92582	92583	92584	92585	92586	92587	92589	92590	92591	92592	92593	92595	92596	92599
92860	92877	92878	92879	92880	92881	92882	92883							

### San Bernardino County Service Area Zip Codes

91701	91708	91709	91710	91729	91730	91737	91739	91743	91758	91759	91761	91762	91763	91764
91784	91785	91786	92242	92252	92256	92267	92268	92277	92278	92280	92284	92285	92286	92301
92304	92305	92307	92308	92309	92310	92311	92312	92313	92314	92315	92316	92317	92318	92321
92322	92323	92324	92325	92327	92329	92331	92332	92333	92334	92335	92336	92337	92338	92339
92340	92341	92342	92344	92345	92346	92347	92350	92352	92354	92356	92357	92358	92359	92363
92364	92365	92366	92368	92369	92371	92372	92373	92374	92375	92376	92377	92378	92382	92385
92386	92391	92392	92393	92394	92395	92397	92398	92399	92401	92402	92403	92404	92405	92406
92407	92408	92410	92411	92413	92415	92418	92423	92427	93562	93592				

### San Diego County Service Area Zip Codes

91901	91902	91903	91905	91906	91908	91909	91910	91911	91912	91913	91914	91915	91916	91917
91921	91931	91932	91933	91934	91935	91941	91942	91943	91944	91945	91946	91948	91950	91951
91962	91963	91976	91977	91978	91979	91980	91987	92003	92004	92007	92008	92009	92010	92011
92013	92014	92018	92019	92020	92021	92022	92023	92024	92025	92026	92027	92028	92029	92030
92033	92036	92037	92038	92039	92040	92046	92049	92051	92052	92054	92055	92056	92057	92058
92059	92060	92061	92064	92065	92066	92067	92068	92069	92070	92071	92072	92074	92075	92078
92079	92081	92082	92083	92084	92085	92086	92088	92091	92092	92093	92096	92101	92102	92103
92104	92105	92106	92107	92108	92109	92110	92111	92112	92113	92114	92115	92116	92117	92118
92119	92120	92121	92122	92123	92124	92126	92127	92128	92129	92130	92131	92132	92134	92135
92136	92137	92138	92139	92140	92142	92143	92145	92147	92149	92150	92152	92153	92154	92155
92158	92159	92160	92161	92163	92165	92166	92167	92168	92169	92170	92171	92172	92173	92174
92175	92176	92177	92178	92179	92182	92186	92187	92191	92192	92193	92195	92196	92197	92198
92199														

### Ventura County Service Area Zip Codes

93139	93130	93138	93139	93160	93161	93162	93177	93001	93002	93003	93004	93005	93006	93007
93009	93010	93011	93012	93015	93016	93020	93021	93022	93023	93024	93030	93031	93032	93033
93034	93035	93036	93040	93041	93042	93043	93044	93060	93061	93062	93063	93064	93065	93066
93094	93099													

**ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM**

C O N T R A C T O R   I N F O R M A T I O N			
Project Name:			
Contractor/Firm Name:			
Prime Tier:			
Submitted by:			
Email:		Phone:	

In accordance with the Project Labor Agreement, Article 4, Section 4.6, “A Core Employee must be either a journeyman or Apprentice and appear on the contractor’s active payroll for at least sixty (60) of the last one hundred twenty (120) working days prior to being designated as a Core Employee. Journeyman core employees must have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior two (2) years. A Core Employee must possess any license required by state or federal law for the Covered Projects to be performed.”

“Prior to each Contractor performing Covered Work, the Contractor shall provide a list of Core Employees using Attachment B-2, Contractor Core Workforce Form, to the Project Labor Coordinator and the Union having jurisdiction over the work. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees.”

***Please check all that apply:***

Our firm will not be self-performing any work on this project.  
We will be subcontracting our work to: \_\_\_\_\_

PLA Section 4.6 regarding Core Employees is not applicable to Contractors that are signatory to one or more Master Labor Agreements. If your company is signatory, please list the union and local number below. For crafts that you are not signatory, please complete the core employee list below.

Indicate Signatory Union Trade: _____	Local # _____
Indicate Signatory Union Trade: _____	Local # _____
Indicate Signatory Union Trade: _____	Local # _____

We are not a union signatory contractor and will be using core employees on this project as indicated below: *(Use additional sheets as necessary)*

Craft/Trade	Employee Name	Last 4 SSN	Hire Date	Date Last Employed

## ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that 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 workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment C – Drug and Alcohol Testing Policy, hereafter “Policy.”

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 of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PLA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol 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 Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the PLA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol 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 proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) 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 and alcohol testing:
  - a. The Contractor 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 Contractor 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. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
  - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
  - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
  - e. 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 Contractor 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 Contractor may require a third test, at the Contractor's expense.
  - f. 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.
  - g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol 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/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
  - 2) The Contractor 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 sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
  - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol 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 Covered 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 Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. 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 Contractors will be allowed to conduct periodic jobsite drug and alcohol 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 fifteen (15) 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 an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

- e. Only two (2) periodic tests may be performed in a twelve (12)-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 Contractor to remove the employee from the jobsite.
  8. Any grievance or dispute that may arise out of the application of this Policy 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 Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the PLA 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 Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
  11. The Contractor 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 Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
  12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
  13. The Contractor 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 Policy.
  14. This Policy shall constitute the only Policy 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.

## SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150 ng/ml <sup>3</sup>	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone <sup>6</sup>	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ml for benzoylecgonine).

<sup>4</sup> Methylenedioxyamphetamine (MDMA)

<sup>5</sup> Methylenedioxyamphetamine (MDA)

<sup>6</sup> Employees with a prescription for methadone who are using the medication as prescribed, and are not impaired and can safely perform their work, will not be considered to have violated this Policy.

**MEMORANDUM OF UNDERSTANDING REGARDING  
“QUICK” DRUG SCREENING TESTS PURSUANT TO  
ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY**

It is hereby agreed between the Parties hereto that a Contractor who has otherwise properly implemented drug and alcohol testing, as set forth in the Policy, 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 Policy. 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 Policy as a result of any occurrence related to the “quick” screen test.

## **ATTACHMENT D – COVERED PROJECT LIST**

### **1. Badlands Tunnel Surge Tank Construction**

Scope: Install 15-foot-high by 40-foot-diameter surge tank at south end of Badlands Tunnel, install altimeter valves and large check valves, and install a pipe connection to Inland Feeder

Location: Moreno Valley

County: Riverside

### **2. Colorado River Aqueduct (CRA) Housing Projects**

Scope: This project replaces a total of 75 employee houses across the CRA pumping plants and includes the construction of two maintenance buildings and two storage facilities. Multiple construction contracts may be awarded to construct these facilities.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

### **3. Colorado River Aqueduct (CRA) Transformers Construction**

Scope: Replace the 69 kV and 230 kV transformers at the 5 CRA pumping plants. Procurement of the transformers and bridge cranes are Metropolitan Furnished Equipment under a separate procurement contract.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

### **4. Copper Basin Reservoir Discharge Valve Rehabilitation**

Scope: Rehabilitate the discharge structure at the Copper Basin Reservoir on the Colorado River Aqueduct.

Location: Unincorporated San Bernardino

County: San Bernardino

### **5. Diemer Filter Rehabilitation**

Scope: Rehabilitate all 48 filters at the Diemer Water Treatment Plant by replacing the filter media, surface wash system and underdrains; modifying flow distribution flumes; and raising and replacing the existing troughs.

Location: Yorba Linda

County: Orange County

### **6. Garvey Reservoir Rehabilitation**

Scope: The Garvey Reservoir Rehabilitation project includes replacing the existing floating cover and reservoir liner, modifying the inlet and outlet reservoir facilities, upgrading the water quality lab building, improving facility erosion controls, and replacing valves in the junction structure.

Location: Monterey Park

County: Los Angeles

### **7. Jensen Solids Mechanical Dewatering**

Scope: Modify the piping and valves in Jensen Solids Pump Room No. 2 and install motor operated knife valves in Jensen Solids Pump Room No. 1.

Location: Granada Hills

County: Los Angeles

### **8. CRA Conduit Structural Protection**

Scope: Provide crushed aggregate pads for crane set up and turn around areas adjacent to and above the cut and cover conduit and either install reinforced concrete protective slabs over the road crossings or realign roads away from the conduit at several locations

Location: CRA

County: San Bernardino and Riverside

### **9. Lake Perris Seepage Recovery Conveyance Pipeline**

Scope: Construction of a new water conveyance pipeline from Perris Dam to the Colorado River Aqueduct.

Location: Perris

County: Riverside

### **10. CRA Sump System Rehabilitation Completion**

Scope: This project will replace or repair corroded piping and pipe supports, replace isolation valves, replace access platforms and ladders, and construct new access platforms.

Location: CRA

County: San Bernardino and Riverside

### **11. Lakeview Pipeline Stage 2 Relining**

Scope: Complete permanent repairs to approximately 3.7 miles of pipeline between the Inland Feeder Pressure Control Facility and the Lake Perris Control Facility.

Location: Riverside

County: Riverside

## **12. Orange County Right of Way and Infrastructure Protection Project - Stages 2 & 3**

Scope: The projects will address access limitations, erosion-related improvement work, and security needs along the surface of Metropolitan's pipelines right-of-way.

Location: Orange County

County: Orange County

## **13. Mills Finished Water Reservoir Rehabilitation & Mixing Improvements**

Scope: Rehabilitate finished water reservoir liners and floating covers with rainwater removal systems, rehabilitate slide gates, install new drop gates, and replace reservoir instrumentation security elements.

Location: Riverside

County: Riverside

## **14. CRA Storage Buildings**

Scope: This project will replace sheds at Hinds, Eagle Mountain, and Iron Mountain Pumping Plants with new storage buildings. The new buildings will be insulated metal storage buildings with roll up doors, entrance doors, electrical outlets, lights, ventilation, asphalt paving around the building perimeter, and a concrete slab and driveway.

Location: CRA Pumping Plants

County: San Bernardino and Riverside

## **15. San Gabriel Tower Seismic Upgrade**

Scope: Seismically retrofit the San Gabriel Tower and make modifications to the Morris Dam connection and other related facilities along the Upper Feeder.

Location: Unincorporated LA County

County: Los Angeles

## **16. Sepulveda Feeder PCCP Rehab – Reach 1**

Scope: Rehabilitate approximately 4.7 miles of prestressed concrete cylinder pipe (PCCP) portions of the Sepulveda Feeder.

Location: Los Angeles

County: Los Angeles

## **17. Sepulveda Feeder PCCP Rehab – Reach 2**

Scope: Rehabilitate approximately 3.8 miles of prestressed concrete cylinder pipe (PCCP) portions of the Sepulveda Feeder.

Location: Los Angeles

County: Los Angeles

### **18. SBVMWD Foothill Pumping Station**

Scope: Construction of new interties between the Inland Feeder and Citrus Reservoir and Pump Station. Includes new connecting pipes, isolation valves and vault structures, and installation of new electrical and control components for valve operation

Location: Highland

County: San Bernardino

### **19. CRA Pumping Plant Utilities**

Scope: This project replaces utilities at the CRA pumping plant villages. May be split into more than one construction contract.

Location: Various

County: Riverside

### **20. Diamond Valley Lake Apprenticeship Training Facility**

Scope: This project includes the construction of a training facility at Diamond Valley Lake

Location: Hemet

County: Riverside

### **21. Hinds Pumping Plant Discharge Valve Platform Replacement**

Scope: This project will replace the discharge valve pit platforms in nine discharge valve pits at the Hinds Pumping Plant.

Location: Desert Center

County: Riverside

### **22. Diemer Chemical System & Tank Farm Upgrades**

Scope: This project upgrades the chemical system and tank farm at the Diemer water treatment plant.

Location: Yorba Linda

County: Orange

### **23. CRA 6.9kV Cables – Units 6-9**

Scope: This project replaces 6.9 kV-rated, 3 conductor paper insulated, lead covered (PILC) power cables for units 6 to 9 throughout the Colorado River Aqueduct's five pumping plants with 15 kV-rated, 750 kcmil, 3-conductor, polyethylene-sheathed PILC cables.

Location: Multiple aqueduct pumping plants

County: San Bernardino and Riverside

#### **24. Foothill HEP Seismic Upgrade**

Scope: This project is to rehabilitate electrical, instrumentation, mechanical, and structural components of the Foothill Feeder Hydroelectric Plant.

Location: Castaic

County: Los Angeles

#### **25. Inland Feeder – Rialto Pipeline Intertie**

Construction of a new intertie pipeline and isolation valve and vault between the Inland Feeder and the Rialto Feeder

Location: San Bernardino

County: San Bernardino

#### **26. Jensen Finished Water Reservoir Rehabilitation & Mixing Improvements**

This project will rehabilitate finished water reservoir liner and floating cover with rainwater removal system at the Finished Water Reservoir No. 2, along with modification to inlet structure, support system, effluent weir pump system, plant domestic water system connection, and reservoir gates.

Location: Granada Hills

County: Los Angeles

#### **27. Mills Control System Replacement**

Scope: This project replaces the control system at the Mills Water Treatment Plant

Location: Riverside

County: Riverside

#### **28. CRA Desert Region Security Improvements**

This project includes physical security improvements at all five Colorado River Aqueduct Pumping Plant facilities and the Camino Switching Station.

Location: Various

County: Riverside

### **29. Pure Water Southern California**

Scope: The Pure Water Southern California Program includes the construction of a phased 150 MGD advanced purification center adjacent to the Los Angeles County Sanitation Districts Joint Water Pollution Control Plant in Carson, up to 60 miles of large diameter pipeline to the San Gabriel Valley, and appurtenant facilities for indirect and direct potable reuse. Work could include both conventional Design/Bid/Build and collaborative delivery project implementation methods.

Location: Carson

Counties: Los Angeles

### **30. Diamond Valley Lake Wave Attenuator – Stage 2**

Scope: Replacement of the existing wave attenuator at Diamond Valley Lake to accommodate greater variations in water levels. Includes demolishing and removing the existing wave attenuator and furnishing and installing a post-tension concrete floating wave attenuator system.

Location: Hemet

County: Riverside

### **31. Wadsworth Bypass \***

Scope: Pipeline with isolation valve to connect the Wadsworth Pump Plant discharge line to the Eastside Pipeline to allow continuous pumping from the Diamond Valley Lake forebay.

Location: Hemet

County: Riverside

### **32. Perris Valley Pipeline Tunnels \***

Scope: Constructing approximately 3,000 linear feet of 97-inch diameter welded steel pipe micro-tunneling and cut and cover including connecting adit tunnel and four shafts.

Location: Riverside County

County: Riverside County

### **33. Second Lower Feeder – Reach 3B \***

Scope: The work consists of rehabilitation of approximately 19,000 linear feet of prestressed concrete cylinder pipe (PCCP) and removing portions of existing PCCP, installing Metropolitan-furnished and Contractor-furnished steel liner pipe, rehabilitating three existing isolation valve structures and two service connections, and installing and removing Palos Verdes Reservoir temporary bypass lines.

Location: Various

County: Los Angeles

\* These Covered Projects may be advertised for bid prior to the effective date of the PLA. In such case, an addendum will be issued as part of the bid process to include the PLA after it becomes effective.