

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN THE

CITY OF ANAHEIM

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS

SIGNING THIS AGREEMENT

## TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	2
ARTICLE 2 SCOPE OF THE AGREEMENT	3
ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT	7
ARTICLE 4 UNION ACCESS AND STEWARDS	11
ARTICLE 5 WAGES AND BENEFITS	12
ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS	12
ARTICLE 7 WORK STOPPAGES AND LOCKOUTS	14
ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES	18
ARTICLE 9 MANAGEMENT RIGHTS	19
ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES	21
ARTICLE 11 REGULATORY COMPLIANCE	22
ARTICLE 12 SAFETY AND PROTECTION OF PERSON AND PROPERTY	23
ARTICLE 13 TRAVEL AND SUBSISTENCE	23
ARTICLE 14 APPRENTICES	24
ARTICLE 15 WORKING CONDITIONS	25
ARTICLE 16 PRE-JOB CONFERENCES	25
ARTICLE 17 LABOR/MANAGEMENT COOPERATION	25
ARTICLE 18 SAVINGS AND SEPARABILITY	26
ARTICLE 19 WAIVER	26
ARTICLE 20 AMENDMENTS	27
ARTICLE 21 DURATION OF THE AGREEMENT	27
ATTACHMENT A – LETTER OF ASSENT	29
ATTACHMENT B – ORANGE COUNTY ZIP CODES	30
ATTACHMENT C – CRAFT REQUEST FORM	32
ATTACHMENT D – LIST OF NEUTRAL ARBITRATORS	34
ATTACHMENT E – SUBSTANCE ABUSE POLICY	35
ATTACHMENT F – PROJECT LIST	41

## COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_, 2019, by and between the City of Anaheim, a municipal corporation and charter city (“City”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Trades Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the procedures for the City, Contractors, and craft employees represented by the Unions and engaged in Project Work. The City, Trades Council, and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties to this Agreement that for the duration of this Agreement, the City agrees that all Project Work (as defined in Section 2.2.) will be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement by signing a Letter of Assent (a form of which is attached as “**Attachment A**”), and to require each of its subcontractors, of whatever tier, to become so bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for those Project Work contracts to be awarded by the City.

It is further understood that the City shall actively administer and facilitate the enforcement of the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties. The City shall therefore designate a “CWA Administrator,” either from its own staff or an independent contractor, to serve as the City’s liaison for Contractors and Unions; to monitor compliance with this Agreement; to assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

### RECITALS

WHEREAS, the City desires to obtain construction, maintenance, repair, abandonment, relocation, and related services in connection with public contracting of its Capital Improvement Program (CIP); and

WHEREAS, the public interest, local economy, and general welfare are best served if the CIP activities are implemented without disruption due to labor disputes; and

WHEREAS, Construction Contracts entered into by the City and Contractors will be awarded in accordance with applicable provisions of the Charter of the City of Anaheim to the lowest responsive and responsible bidder subject to a competitive bidding process, the California Public Contract Code and Labor Code, including but not limited to payment of prevailing wages; and

WHEREAS, the City Council directed City staff at its meeting of March 19, 2019, to develop a Community Workforce Agreement with the Trades Council that includes the benefits of hiring local residents and other priority groups to perform such capital improvements.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1  
DEFINITIONS

Section 1.1 “Agreement” or “CWA” means this Community Workforce Agreement.

Section 1.2 “Apprentice” means those craft employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 “Construction Contract” or “Construction Contracts” means those contracts entered into by the City, for the construction of Project Work as specified in Section 2.2.

Section 1.4 “Contractor” means any individual firm, partnership, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City including any Subcontractors of any tier, with respect to Project Work under this Agreement.

Section 1.4.1 “General Construction Contractor” or “GCC” means a prime Contractor retained directly by the City to perform Project Work and has entered into a Construction Contract.

Section 1.4.2 “Subcontractor” means a Contractor who is retained by a GCC, or another lower tier Contractor, to perform Project Work.

Section 1.5 “City” means the City of Anaheim, a municipal corporation.

Section 1.6 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally bind such Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form of which is attached hereto as “**Attachment A.**”

Section 1.8 “CWA Administrator” means the City’s authorized representative who will be the primary liaison between the City, Contractors, and the Unions; responds to inquiries about the CWA; monitors compliance with the CWA, and develops and implements programs set forth in the CWA.

Section 1.9 “Project”, “Project Work” or “City Project” means the work administered through the City of Anaheim Public Works Department, subject to the State of California public contracting laws, authorized by the City Council pursuant to a Construction Contract entered into by the City, and as further described in Section 2.2.

Section 1.10 “Master Labor Agreements” means the local collective bargaining agreements of the signatory Unions having geographic and trade jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.12 “Local Hires” means individuals identified in Section 3.5, who are employed by Contractors as craft employees to perform Project Work and have priority in being dispatched by the respective Unions.

Section 1.1.3 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply to Project Work, as defined in Section 2.2, performed by those Contractor(s) of whatever tier that are performing work pursuant to Construction Contracts awarded for such work by the City.

Section 2.2 Specific Project Work covered by this Agreement is defined and limited to:

2.2.1 All construction and major rehabilitation work awarded to a GCC, inclusive of the GCC’s Subcontractors, listed on the Projects List (**Attachment F**) are covered by the terms and conditions of this Agreement.

2.2.2 The City may, at any time and at its sole discretion, add additional projects to be performed under this Agreement. The City may remove projects from Attachment F that do not move forward due to funding limitations, legal constraints, City priorities, or other factors that impact the feasibility of the Project. In the instance of the City, the Public Works Director or designee has the authority to approve such additions, modification, and deletions to Attachment F. If the City removes a Project from the Project List, and subsequently determines, in its sole discretion, to move forward with that same Project, that Project shall be added to the Project List.

Section 2.3 Bundling of Contracts

2.3.1 The City, in its sole discretion, may seek to group (or “bundle”) for bidding, projects not identified on the Project List. Projects not identified on the Project List may include like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, which may be considered for such bundling, consistent with City needs, economies of scale, and the purposes of this Agreement.

2.3.2 Project Work will not be intentionally split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Applicability This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the scope of this Agreement include the following:

2.5.1 Work of non-manual employees, including but not limited to: superintendents; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.5.2 Equipment and machinery owned, controlled, and operated by the City;

2.5.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, the movement of materials or goods between a Project site and lay down or storage areas for equipment and materials dedicated solely to the Project are within the scope of this Agreement;

2.5.4 All work performed by City employees, the CWA Administrator, design teams (including, but not limited to, architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) hired in support of Projects identified in Attachment F are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said craft. This shall also specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.”

2.5.5 Any work performed near, or leading to a site of Project Work covered by this Agreement and undertaken by Federal, State, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third-party landowners; and/or by the City or its Contractors (for work which is not within the scope of this Agreement);

2.5.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.5.7 Work by employees of a manufacturer or vendor supervising the work of craft employees under this Agreement, necessary to maintain such manufacturer’s or vendor’s warranties or guaranty;

2.5.8 Non-construction support services contracted by the City or City consultants in connection with a Project;

2.5.9 Laboratory work for testing or other environmental, permitting, or regulatory compliance requirements.

2.5.10 Coverage Exception This Agreement shall not apply if the City receives or is reasonably anticipated to receive funding or assistance from any Federal, State, local or other public entity for the Project if a requirement, condition or other term of receiving that funding or assistance is that the City not require bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. This provision shall not apply to Projects awarded prior to the City's application and/or receipt of such funding or assistance, so long as this Agreement does not jeopardize such funding or assistance.

2.5.11 Electrical utility and water utility work on high voltage utility equipment, water well construction, Supervisory Control and Data Acquisition (SCADA) or other computerized equipment, and other specialty utility construction work not covered by the MLAs of the Unions.

## Section 2.6 Awarding of Contracts for Project Work

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

2.6.2 It is agreed that all GCCs that have been awarded Construction Contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in "**Attachment A**" hereto, prior to the commencement of any Project Work. At the time that any GCC enters into a subcontract with any Subcontractor of any tier providing for the performance of Project Work, the GCC shall provide a copy of this Agreement to said Subcontractor and shall require the Subcontractor, as a part of accepting the award from the GCC, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of Project Work. No GCC or Subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Trades Council before the commencement of Project Work.

## Section 2.7 Master Labor Agreements

2.7.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to all Contractors performing Project Work. This Agreement is not intended to supersede such Master Labor Agreements between any of the Contractors performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such Master Labor Agreements, in which event the provisions of this Agreement

shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Article 7 - Work Stoppages and Lock-Outs, Article 8 - Work Assignments and Jurisdictional Disputes, and Article 10 - Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not in conflict with the provisions of this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later third party agreement shall be deemed to have precedence over this Agreement unless signed by all party's signatory hereto who are then currently employed or represented at the Project. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on a Project shall be resolved under the procedures established in Article 10.

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

Section 2.8 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.9 Other City Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this Agreement, which may be performed by City employees or contracted for by the City for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or CWA Administrator and/or any Contractor.

Section 2.11 Completed Project Work As areas of Project Work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor



is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City under the original contract.

ARTICLE 3  
UNION RECOGNITION AND CRAFT EMPLOYMENT

Section 3.1 Recognition The Contractors recognize the Trades Council and the Unions as the sole and exclusive bargaining representative for the craft employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of craft labor employed on the Project Work except as may otherwise be provided for in this Agreement. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined in Section 3.8 below.

Section 3.2 Contractor Selection of Craft Employees The Contractor shall have the right to determine the competency of craft employees, the number of craft employees required, the duties of such craft employees within their craft jurisdiction, and shall have the sole responsibility for selecting craft employees to be laid off, consistent with Section 3.3 and Section 4.3 of this Agreement. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article 6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified craft workers through the procedures identified in this Agreement.

Section 3.3 Referral Procedures

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with Federal, State, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of Local Hires on Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

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

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

Section 3.4 Non-Discrimination in Referral, Craft Employment, and Construction Contracting

The Unions and Contractors agree that they will not discriminate against any craft employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability.

Section 3.5 Employment of Local Hires

3.5.1 The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft Local Hires to fulfill the requirements of the Contractors. In recognition of the fact that the City and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of Local Hires for Project Work as further described in this Section 3.5.

3.5.1.1 Residents of the City and other Orange County cities or unincorporated County of Orange, as reflected on the list of U.S. Postal Service zip codes attached hereto as “**Attachment B.**”

3.5.1.2 Veterans regardless of residency, primarily through, but not limited to, the Helmets to Hardhats program further described in Section 3.7.

3.5.1.3 Graduates of high schools located in Anaheim, regardless of residency.

3.5.1.4 Disadvantaged individuals, regardless of residency within Orange County, that may include, but are not limited to, formerly homeless individuals or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army.

3.5.2 A goal of 35% of the total work hours shall be performed from Local Hires as described in Section 3.5.1.

3.5.3 The Unions agree to support pre-apprentice referral programs in the City or County of Orange. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for Local Hires. Additionally, Unions agree to collaborate with local non-profit organizations and high schools in Anaheim to inform individuals about career opportunities through apprenticeships and to conduct joint outreach to recent graduates through participation in job fairs or other career events.

Section 3.6 Requirements on Contractors To facilitate the dispatch of Local Hires, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for Project Work, a sample of

which is attached as “**Attachment C.**” When Local Hires are requested by Contractors, the Unions will refer such craft workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

**Section 3.7 Helmets to Hardhats** The City, Contractor, and the Unions recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The City, Contractor, and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.7.1 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on Project Work and the associated apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

**Section 3.8 Core Employees**

3.8.1 Contractors that not independently signatories to a Master Labor Agreement with the Union(s) that represent the craft employees which the Contractor employs, may hire, as needed, first, a member of his/her core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the work-force for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

3.8.2 The core work force is comprised of those craft employees whose names appeared on the Contractor’s active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by State or Federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade and

who have been residing within Orange County for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

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

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of craft employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership No craft employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any craft employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All craft employees shall, however, be required to comply with the Union security provisions of the applicable Master Labor Agreement for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to craft employees performing Project Work; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.13 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4  
UNION ACCESS AND STEWARDS

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

Section 4.2 Stewards

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

4.2.2 In addition to his/her work as a craft 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 craft employee's appropriate supervisor. Each steward should be concerned only with the craft employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the craft employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

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

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

Section 4.3 Steward Layoff/Discharge 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 Labor 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.

ARTICLE 5  
WAGES AND BENEFITS

Section 5.1 Wages All craft employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. This Agreement does not relieve Contractors that are direct signatories to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

5.2.1 Contractors shall pay contributions to the established craft employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all craft employee–authorized deductions in the amounts designated in the appropriate Master Labor Agreement, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors that are direct signatories to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

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

5.2.3 Each Contractor is required to certify under penalty of perjury and provide that certification to the CWA Administrator, who may conclusively rely on such certification, that it has paid all benefit contributions due and owing to the appropriate trust(s). Further, upon timely notification by a Union to the CWA Administrator, the CWA Administrator shall work with any GCC or Subcontractor who is delinquent in such payments to assure that proper benefit contributions are made.

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

ARTICLE 6  
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week’s work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Section are applicable unless otherwise provided in the applicable prevailing wage determination,

construction contract neighborhood-friendly policies, as described in the Project specifications or are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Craft employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool-box or equipment at the employee's assigned work location or the place where the foreman gives instructions. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

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

#### Section 6.4 Shifts and Alternate Work Schedules

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor subject to the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2 The Parties recognize the economic impact for Project Work being undertaken by the City and agree that Parties to this Agreement desire and intend Project Work to be undertaken in an effective manner to the highest standard of quality and craftsmanship. The Parties agree that, except to the extent permitted by law, craft employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked, unless required under the applicable prevailing wage determination.

6.4.3 It is recognized that the City's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Construction Contract, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

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

Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, craft employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive pay in accordance with the applicable Master Labor Agreement.

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

6.6.3 When a craft employee leaves the job or work location of his/her own volition or is discharged for cause or is not working, the craft employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period in accordance with the applicable Master Labor Agreement.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when a craft employee has been prevented from working for reasons beyond the control of the Contractor, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day subject to prevailing wage law.

ARTICLE 7  
WORK STOPPAGES AND LOCK-OUTS

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

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

Section 7.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.



Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement (MLA), or any local, regional, and other applicable collective bargaining agreements expire during the term of this Agreement, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application under this Agreement and/or failure of the involved parties to the Master Labor Agreement to enter into a new agreement. Terms and conditions of employment established during the term of the Construction Contract shall remain established and set. Otherwise to the extent that the Master Labor Agreement does expire and the parties to that Master Labor Agreement have failed to enter into a new agreement, work will continue under the terms of the Construction Contract on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors that are independently signatory to the affected Master Labor Agreement (hereinafter “Signatory Contractors”):

7.4.1 Each of the Unions with a Master Labor Agreement expiring must offer to its Signatory Contractors the right to continue working on the Project under interim agreements that retain all the terms of the expiring Master Labor Agreement, except that the Unions involved in such expiring Master Labor Agreement may each propose wage rates and Contractor contribution rates to employee benefit funds under the prior Master Labor Agreement different from what those wage rates and Contractor contributions rates that were under the expiring Master Labor Agreements. The terms of the Union’s interim agreement offered to its Signatory Contractors will be no less favorable than the terms offered by the Union to any other Contractors or group of Contractors covering the same type of construction work in Orange County.

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

7.4.3 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Signatory Contractors will be given one week after the particular Master Labor Agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Signatory

Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the provisions of 7.4.2.

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

**Section 7.6 Best Efforts to End Violations**

7.6.1 If a Contractor contends that there is any violation of this Article, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will promptly notify and use their best efforts to cause the cessation of any violation of this Article.

7.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8.

**Section 7.7 Withholding of Services for Failure to Pay Wages and Fringe Benefits**

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

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

(b) fails to make timely payments to the Union’s Joint Labor/Management Trust Fund(s) in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Fund(s), the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union’s Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay to the involved Contractor and to the CWA Administrator. Union will meet with the Contractor within the ten (10) day period to attempt to resolve the dispute.

7.7.2 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such craft employees back to work. Notwithstanding anything to the contrary, the provisions for liquidated damages or any other delay related damages under the Construction Contract remain in full force and effect.

Section 7.8 Expedited Enforcement Procedure Any Party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify the first arbitrator identified in the List of Arbitrators attached hereto as **Attachment D**. If this arbitrator identified in Attachment D is unavailable, the Party invoking this procedure shall notify the next arbitrator listed. Should none of the named arbitrators be available, an alternate arbitrator mutually agreed upon by the Parties will be selected to hear the matter. Expenses incurred in arbitration shall be borne equally by the Contractor and Unions involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor and Unions, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by certified mail and will be deemed effective upon receipt.

7.8.2 Upon receipt of said notice, the arbitrator selected shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

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

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, or 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. 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 the Contractor or Unions desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or certified mail upon issuance.

7.8.5 Such award shall be final and binding on Contractor and Unions and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the affected Contractor and Union. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, the Contractor and Unions waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive the Contractor or Unions' right to participate in

a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on the Contractor and Unions by hand or by certified mail.

7.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Contractor or Unions to whom they accrue.

7.8.7 The fees and expenses of the arbitrator shall be equally divided between the Contractor and Union involved in the matter.

## ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

Section 8.2 The Plan All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the craft employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Unions involved in the dispute.

8.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

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

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Trades Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional

dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

## ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and City Rights The Contractors and the City have the sole and exclusive right and authority to oversee and manage Project Work activities without any limitations unless expressly limited or required by a specific provision of this Agreement or a Master Labor Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control all work activities;
- (b) Hire, promote, transfer and layoff craft employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all craft employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline craft employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) 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 Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific City Rights In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights (and those of the CWA Administrator on its behalf) include, but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular craft employees as required to meet the operational needs of the Project Work at a particular location;

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

Section 9.3 Use of Materials There will be no limitations or restrictions by Unions upon a Contractor's choice of materials, design, or utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law. 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

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

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

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

ARTICLE 10  
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

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

10.1.2 The Contractors and Unions, will attempt to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall facilitate the processing of grievances under Articles 7, 8, and 10, including the scheduling and arrangements of facilities for meetings, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the Contractors and Unions to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreement, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

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

Union or Contractor Grievances Should the Union(s) or any Contractor(s) have a dispute and, if after conferring within ten (10) working days after the disputing Union(s) or Contractor(s) knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of a craft employee complaint.

Step 2. The business manager of the involved Union or his/her designee, together with the site representative of the involved Contractor, shall notify the CWA Administrator, and conduct a meeting between the Union and the Contractor within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Union(s) and Contractor(s) fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union(s) or Contractor(s) may proceed with the selection of an arbitrator from Attachment D, on a rotational basis in the order listed within seven (7) calendar days after the initial Step 2 meeting. The Union(s) and Contractor(s) shall notify the CWA Administrator of the date, time and request a meeting location for the hearing. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The decision of the arbitrator shall be final and binding on all parties.

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

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Union(s) and Contractor(s) in arbitration, shall be divided equally by the Union(s) and Contractor(s) involved. The City is responsible for providing meeting locations where the arbitration takes place.

Section 10.3 Limit on Use of Procedures The procedures contained in Article 10 shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any craft employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of Article 10 to determine only if he/she was, in fact, engaged in that violation.

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

## ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws The Trades Council and all Unions, Contractors, and their craft employees shall comply with all applicable Federal, State, and local laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All craft employees shall comply with the safety regulations



established by the Division of Occupational Safety and Health (Cal/OSHA), the City, or the Contractor. Craft employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the State laws and regulations, as well as the Anaheim City Charter, or resolutions on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under State law through the Labor Commissioner or the Department of Industrial Relations (DIR).

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated Federal and/or State law or regulation, the City, upon notice to the GCC that it or its Subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), may take such action as it is permitted by law or Construction Contract to compel the Contractor to remedy the violation, subject to the applicable Construction Contract.

## ARTICLE 12

### SAFETY AND PROTECTION OF PERSON AND PROPERTY

#### Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and craft employee compliance with applicable safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), or City safety rules, or Contractor safety rules. It is understood that craft employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the City.

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

12.1.3 The Contractor shall comply with the Substance Abuse Policy attached hereto as **Attachment E**, or utilize their previously established and written policy for work performed under this Agreement.

Section 12.2 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all craft employees as required by state law or regulation.

## ARTICLE 13

### TRAVEL AND SUBSISTENCE

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

ARTICLE 14  
APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the Local Hires, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist Local Hires to commence and progress in Labor/Management Apprenticeship and/or training programs in the construction industry leading to participation in such apprenticeship programs. The City and the Trades Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 14.2 Use of Apprentices

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

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

14.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman 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.

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

Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Trades Council.

ARTICLE 15  
WORKING CONDITIONS

Section 15.1 Working conditions shall be established by the Contractor to meet all Federal, state, and local requirements, as well as those set forth in the Master Labor Agreements.

ARTICLE 16  
PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing Project Work. All Subcontractors that have been awarded contracts by the GCC shall attend the Pre-Job conference. The Trades Council and the CWA Administrator shall be advised in advance of all such Pre-Job conferences and may participate if they wish. All work assignments shall be disclosed by the GCC and all Subcontractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. The GCC shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate Pre-Job conference for such newly included work. At no time shall the City be responsible for additional costs related to, associated with, or resulting from jurisdictional disputes or newly included work not previously identified in the Construction Contract.

ARTICLE 17  
LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Trades Council to monitor compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the Projects List specified in Section 2.2.1 and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Any amendment to this Agreement will require City Council approval. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A JAC meeting shall only commence when at least two (2) representatives selected by the City and at least two (2) representatives selected by the Trades Council are present. For voting purposes, an equal number of City and Union representatives must be present.

Section 17.2 Functions of Joint Committee The JAC shall meet on a schedule to be determined by the JAC or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of a Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or

10 shall not be reviewed or discussed by this JAC but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the City. Notice of the date, time, and place of meetings, shall be given to the JAC members at least three (3) days prior to the meeting.

ARTICLE 18  
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work; provided however, that the continuance of the Project is not determined to be financially or legally detrimental to the City, at its sole and absolute discretion.

ARTICLE 19  
WAIVER

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

ARTICLE 20  
AMENDMENTS

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

ARTICLE 21  
DURATION OF THE AGREEMENT

Section 21.1 Duration

21.1.1 This Agreement shall be effective from the date of approval by City Council, and shall remain in effect for a period of five (5) years. This Agreement may be terminated by written agreement signed by the Parties; provided however, that any covered Construction Contract approved during this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the termination or expiration date of this Agreement.

21.1.2 This Agreement may be extended by amendment, as approved by the City Council.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF ANAHEIM  
a municipal corporation

LOS ANGELES/ORANGE COUNTIES  
BUILDING & CONSTRUCTION  
TRADES COUNCIL

By: \_\_\_\_\_  
Rudy Emami  
Director of Public Works

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

DATE: \_\_\_\_\_

DATE: 11-21-19 \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Theresa Bass, City Clerk

DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
ANAHEIM CITY ATTORNEY'S OFFICE

By: \_\_\_\_\_  
Alison M. Kott, Assistant City Attorney

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

- Asbestos Heat & Frost Insulators (Local 5) \_\_\_\_\_
- Boilermakers (Local 92) \_\_\_\_\_
- Bricklayers & Allied Craftworkers (Local 4) \_\_\_\_\_
- Cement Masons (Local 500) \_\_\_\_\_
- District Council of Laborers \_\_\_\_\_
- Electricians (Local 441) \_\_\_\_\_
- Elevator Constructors (Local 18) \_\_\_\_\_
- Gunitite Workers (Local 345) \_\_\_\_\_
- Iron Workers (Reinforced – Local 416) \_\_\_\_\_
- Iron Workers (Structural – Local 433) \_\_\_\_\_
- Laborers (Local 300) (remediation) \_\_\_\_\_
- Laborers (Local 652) \_\_\_\_\_
- Laborers (Local 1184) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Operating Engineers (Local 12) \_\_\_\_\_
- Painters & Allied Trades DC 36 \_\_\_\_\_
- Pipe Trades (Steamfitters Local 250) \_\_\_\_\_
- Pipe Trades (Local 345) \_\_\_\_\_
- Pipe Trades (Plumbers/Fitters Local 582) \_\_\_\_\_
- Pipe Trades (Sprinkler Fitters Local 709) \_\_\_\_\_
- Plasterers (Local 200) \_\_\_\_\_
- Plaster Tenders Local (1414) \_\_\_\_\_
- Roofers & Waterproofers (Local 220) \_\_\_\_\_
- Sheet Metal Workers (Local 105) \_\_\_\_\_
- Teamsters (Local 952) \_\_\_\_\_
- Southwest Regional Council of Carpenters \_\_\_\_\_

**ATTACHMENT A**

**LETTER OF ASSENT**

To be signed by all Contractors awarded Project Work covered by the Community Workforce Agreement with the City of Anaheim prior to commencing work.

[Contractor's Letterhead]

City of Anaheim Public Works Department  
200 S. Anaheim Blvd., Second Floor  
Anaheim, CA 92805  
Attn: CWA Administrator, Construction Services Division

Re: Community Workforce Agreement - Letter of Assent

Dear CWA Administrator:

This is to confirm that [name of company] agrees to be party to and bound by the Community Workforce Agreement with the City of Anaheim effective \_\_\_\_\_, 2019, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all Project Work covered by the Community Workforce Agreement undertaken by [name of company] on the Project and [name of company] shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all Project Work within the scope of the Community Workforce Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

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

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

[Copies of this letter must be submitted to the CWA Administrator and to the Trades Council Consistent with Section 2.6.2.]

**ATTACHMENT B**  
**ORANGE COUNTY ZIP CODES**

<u>90620</u>	<u>92630</u>	<u>92698</u>
<u>90621</u>	<u>92637</u>	<u>92701</u>
<u>90622</u>	<u>92646</u>	<u>92702</u>
<u>90623</u>	<u>92647</u>	<u>92703</u>
<u>90624</u>	<u>92648</u>	<u>92704</u>
<u>90630</u>	<u>92649</u>	<u>92705</u>
<u>90631</u>	<u>92650</u>	<u>92706</u>
<u>90632</u>	<u>92651</u>	<u>92707</u>
<u>90633</u>	<u>92652</u>	<u>92708</u>
<u>90680</u>	<u>92653</u>	<u>92711</u>
<u>90720</u>	<u>92654</u>	<u>92712</u>
<u>90721</u>	<u>92655</u>	<u>92728</u>
<u>90740</u>	<u>92656</u>	<u>92735</u>
<u>90742</u>	<u>92657</u>	<u>92780</u>
<u>90743</u>	<u>92658</u>	<u>92781</u>
<u>92602</u>	<u>92659</u>	<u>92782</u>
<u>92603</u>	<u>92660</u>	<u>92799</u>
<u>92604</u>	<u>92661</u>	<u>92801</u>
<u>92605</u>	<u>92662</u>	<u>92802</u>
<u>92606</u>	<u>92663</u>	<u>92803</u>
<u>92607</u>	<u>92672</u>	<u>92804</u>
<u>92609</u>	<u>92673</u>	<u>92805</u>
<u>92610</u>	<u>92674</u>	<u>92806</u>
<u>92612</u>	<u>92675</u>	<u>92807</u>
<u>92614</u>	<u>92676</u>	<u>92808</u>
<u>92615</u>	<u>92677</u>	<u>92809</u>
<u>92616</u>	<u>92678</u>	<u>92811</u>
<u>92617</u>	<u>92679</u>	<u>92812</u>
<u>92618</u>	<u>92683</u>	<u>92814</u>
<u>92619</u>	<u>92684</u>	<u>92815</u>
<u>92620</u>	<u>92685</u>	<u>92816</u>
<u>92623</u>	<u>92688</u>	<u>92817</u>
<u>92624</u>	<u>92690</u>	<u>92821</u>
<u>92625</u>	<u>92691</u>	<u>92822</u>
<u>92626</u>	<u>92692</u>	<u>92823</u>
<u>92627</u>	<u>92693</u>	<u>92825</u>
<u>92628</u>	<u>92694</u>	<u>92831</u>
<u>92629</u>	<u>92697</u>	<u>92832</u>



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

**ATTACHMENT C  
CITY OF ANAHEIM CWA  
CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and submit this form to the applicable Union to request craft workers that fulfill the hiring requirements for this Project. After submitting your request, please call the Union Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Community Workforce Agreement with the City of Anaheim establishes a goal that 35% of the total work hours shall be from Local Hires.

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

**CONTRACTOR USE ONLY**

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

**Cc:** CWA Administrator

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

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

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

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

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

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

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

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

**UNION USE ONLY**

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

**WORKER REFERRED**

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

JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL HIRE	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

**ATTACHMENT D**  
**LIST OF ARBITRATORS**

Louis Zigman  
Mark Burstein  
Walter Daugherty  
Fred Horowitz  
Michael Prihar

## ATTACHMENT E

### SUBSTANCE ABUSE POLICY

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

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

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

3. No Contractor may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Work Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Contractor a violation of the CWA, and the Contractor may not implement any form of drug testing at such jobsite for the following six months.

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

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

a. The Contractor may request urine samples only. The applicant or craft employee shall not be observed when the urine specimen is given. An applicant or craft employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No craft employee of the Contractor shall draw blood from a bargaining unit craft employee, touch or handle urine specimen, 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 Contractor employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

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

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

d. In the event of a confirmed positive test result the applicant or craft 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 craft employee's expense. In the event of conflicting test results the Contractor may require a third test.

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

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

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

2. The Contractor may test employees following thirty (30) days advance written notice to the craft employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Contractor may test a craft employee where the Contractor has reasonable cause to believe that the craft employee is impaired from performing his/her job.

Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Craft 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.

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

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

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

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

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

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

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

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

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

9. The establishment or operation of this Policy shall not curtail any right of any craft employee found in any law, rule or regulation. Should any part of this Agreement be found

unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present craft employees, if tested positive, shall have the prerogative for rehabilitation program at the craft employee's expense. When such program has been successfully completed the Contractor shall not discriminate in any way against the craft employee. If work for which the craft employee is qualified exists, he/she shall 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 and the information contained therein shall not be used to discourage the employment of the individual applicant or craft employee on any subsequent occasion.

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

13. Craft employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from craft employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Craft employees enrolled in substance abuse programs shall 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.

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



DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

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

\* SAMHSA specified threshold

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

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the Unions and Contractors hereto that a Contractor who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or craft 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 craft 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 craft employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or craft employee who fails the “quick” screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the “quick” screen test shall be discarded immediately upon conclusion of the test. An applicant or craft employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the “quick” screen test.

## **ATTACHMENT F**

### **PROJECT LIST**

- La Palma Soccer Fields
- Downtown Community Park
- Platinum Triangle Fire Station
- Emergency Operations Center (EOC) at Platinum Triangle
- ACC Mechanical System Replacement
- ACC Terrace Storage
- ACC Lighting and Door Access System
- ACC Re-Roofing Project
- ACC Air Handler Replacements and Automation
- Energy Generation – Solar for Schools Construction
- Utilities Field Crew Quarters and Sustainability Education Center
- Large Water Main Replacements
- Large Water Pump Station Projects
- Large Sewer Construction Projects
- Large Street Improvement Projects
- Large Platinum Triangle Infrastructure Projects
- Large Neighborhood Rehabilitation Projects