



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: October 24, 2019
TIME: 1:00 p.m. – 2:30 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Mark Baucum/Gevork Simdjian**
2. **Public Comment**
(2 minutes each speaker)
3. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
AWARD OF CONTRACT WITH LCPTRAKER, INC. FOR COMPLIANCE
MONITORING OF LOCAL AND TARGET WORKER HIRING POLICY
AND BUSINESS UTILIZATION
DPW – Jose Quevedo, Assistant Deputy Director
 - B) Board Letter:
COMMUNITY WORKFORCE AGREEMENT FOR SPECIFIED
PROPOSED MAJOR CAPITAL PROJECTS
CEO/AM/DPW – Esther Diaz, Principal Engineer and Massood Eftekhari,
Deputy Director
 - C) Board Letter:
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
INGLEWOOD AND THE EXECUTIVE OFFICE OF THE BOARD OF
SUPERVISORS FOR CIVIL SERVICE COMMISSION HEARING
SERVICES
BOS – Hanna Cheru, Administrative Deputy
4. **PRESENTATION/DISCUSSION ITEMS:**

None available at this time.

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

(5 minutes)

- A. Board Letter:
COUNTYWIDE CLASSIFICATION ACTIONS TO IMPLEMENT THE
NOVEMBER 19, 2019 FINAL ADOPTED BUDGET ALLOCATION
BOARD LETTER (FISCAL 2019-2020)
CEO/CLASSIFICATION – Irish Wong, CEO Manager
- B. Board Memo:
ADD FUND TO THE IBHIS CONTRACT
DMH – Dr. Jonathan Sherin, Director or designee
- C. Board Letter:
REQUEST DELIGATED AUTHORITY TO AMEND THE AGREEMENT
WITH THE SECRETARY OF STATE FOR THE MODERNIZATION AND
REPLACEMENT OF THE VOTING SYSTEM AS AUTHORIZED UNDER
THE ELECTIONS CODE
RR/CC – Dean Logan, Registrar- Recorder/County Clerk or designee
- D. Board Letter:
PERMANENT ORDINANCE TO LIMIT RENT INCREASES AND
PROVIDE TENANT PROTECTIONS
DCBA – Joseph Nicchitta, Director and Joel Ayala, Chief Deputy Director
COUNTY COUNSEL – Judy Whitehurst, Senior Assistant County Counsel
- E. Board Letter:
RENTAL HOUSING OVERSIGHT COMMISION
DCBA – Joseph Nicchitta, Director and Joel Ayala, Chief Deputy Director
COUNTY COUNSEL – Judy Whitehurst, Senior Assistant County Counsel
- F. Board Letter:
INTRODUCTION OF A MOBILEHOME RENT STABILIZATION
ORDINANCE
LACDA – Emilio Salas, Deputy Executive Director

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	10/24/2019			
BOARD MEETING	11/12/2019			
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts			
DEPARTMENT	Public Works			
SUBJECT	Award of Contract with LCPTracker, Inc. for Compliance Monitoring of Local and Targeted Worker Hiring Policy and Business Utilization			
PROGRAM	Local and Targeted Worker Hire Program			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	None			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: \$574,950.00</td><td style="width: 50%;">Funding source: CEO, Project and Facility Development Budget (PFD)</td></tr> </table>		Total cost: \$574,950.00	Funding source: CEO, Project and Facility Development Budget (PFD)
Total cost: \$574,950.00	Funding source: CEO, Project and Facility Development Budget (PFD)			
	TERMS (if applicable): Maximum term of 5 years which include a 3-year initial term with two (2) optional one-year extensions.			
	Explanation: This system will be fully funded by the Chief Executive Office (CEO) Project and Facility Development Budget (PFD). The maximum contract sum is \$574,950, which includes one-time fees of \$40,500, additional training of \$13,750, subscription fee of \$490,250 for the five-year term for Public Works and various County Departments, including, but not limited to Parks and Recreation, and Internal Services Department, and pool dollars of \$30,450 for additional related services or optional work approved by CEO.			
PURPOSE OF REQUEST	To provide subscription licenses, implementation services, and maintenance/support for two LCP Tracker modules: Labor Compliance Module to monitor the use of Local and Targeted Workers; and Diversity Management/Business Utilization Module to track utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) in County contracts.			
BACKGROUND (include internal/external issues that may exist)	<p>The Board established the Local and Targeted Worker Hiring Program (LTWHP) to increase local participation in construction contracts as a strategic effort to retain and create jobs in its most economically challenged communities. Further, to comply with Public Contract Code 2600-2602, the County requires the implementation and monitoring of skilled and trained workforce labor for all Design-Build and Best Value contracts. In addition, the Board established a Countywide Small Business Utilization goal to award 25% of County contracts for goods and certified LSBEs and 3% of such contracts to certified DVBEs.</p> <p>Public Works currently monitors the use of Local and Targeted Workers using LCP Tracker and intends to begin tracking LSBE, DVBE, and SE utilization while expanding access to other County Departments.</p>			
DEPARTMENTAL AND OTHER CONTACTS	Jose Quevedo, Assistant Deputy Director, (626) 458-2500, jquevedo@dpw.lacounty.gov Truc Moore, Principal Deputy County Counsel, (213) 808-8779, tlmoore@counsel.lacounty.gov			



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE:

November 12, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**SERVICES CONTRACT
BUSINESS OUTREACH AND TECHNICAL SERVICES CORE SERVICE AREA
AWARD OF CONTRACT WITH LCPTRACKER, INC.
FOR COMPLIANCE MONITORING OF LOCAL AND
TARGETED WORKER HIRING POLICY AND BUSINESS UTILIZATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)
CIO RECOMMENDATION: APPROVE (X)**

SUBJECT

Public Works is seeking Board approval to award a software services contract to LCPtracker, Inc. for compliance monitoring of Local and Targeted Worker Hiring Policy, Business Utilization, and related services to Public Works and various County departments, including, but not limited to, Parks and Recreation and Internal Services Departments.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this Board letter.
2. Award and authorize the Director of Public Works, or his designee, to execute a contract with LCPtracker, Inc. for compliance monitoring of Local and Targeted Worker Hiring Policy, Business Utilization, and related services. These services include training, system maintenance, and support to various County departments. The contract will commence upon execution by the County with an initial 3-year term with two 1-year additional extension options

for a total contract term of 5 years. The maximum contract sum is \$574,950, which includes one-time fee of \$40,500, additional training of \$13,750, subscription fee of \$490,250 for the 5-year term and pool dollars of \$30,450.

3. Delegate authority to the Director of Public Works, or his designee, to use the designated pool dollars of \$30,450, as needed, for additional related services or optional work, with approval of the Chief Executive Office.
4. Delegate authority to the Director of Public Works, or his designee, to extend the contract for up to two 1-year extension periods based upon project demands and level of satisfaction with services provided.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Board has determined that the County is in a unique position to strengthen its local economy by promoting and increasing utilization of Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County for contracting and purchasing. To that effect, the Board established LSBE and DVBE utilization goals of 25 percent and 3 percent, respectively.

To support hiring of local and targeted workers, the Board approved the updated Countywide Local and Targeted Worker Hiring Policy (LTWHP) on June 11, 2019, which applies to all Board-awarded County construction and development projects. Project budget determines best effort or mandatory level compliance to the LTWHP. Both levels have a local worker hiring goal of at least 30 percent of California construction labor hours. In addition, mandatory level has a targeted worker hiring goal of at least 10 percent of California construction labor hours.

Further, to comply with Public Contract Codes, implementation and monitoring of skilled and trained workforce for all design-build and best value contracts are required by the County. Contractors are required to submit an enforceable commitment to use skilled and trained workforce to perform all work on projects or contracts for all apprenticeable occupations in the building and construction trades.

In December of 2017, Public Works began participating in a pilot program in which a vendor hosted system provided monitoring and tracking of state labor requirements. The vendor hosted system also has the capability of producing customized reports. Public Works desires to use a similar vendor hosted system to capture, monitor and report on the LTWHP and Business Utilization.

The general scope of work by LCPtracker, Inc. (LCPtracker) for the LTWHP labor compliance for construction contracts (module 1) and Business Utilization for active

County contracts (module 2) include, but are not limited to, providing, implementing, conducting training of a web-based system, and capability of developing custom reports. Furthermore, LCPtracker has the capability of providing compliance monitoring for prime contractors and subcontractors.

The award of this contract to LCPtracker will allow Public Works and various County departments to effectively capture, monitor, and evaluate adherence to LTWHP and Business Utilization goals of County contracts and construction contracts.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County and Objective II.1.2, Support Small Business and Social Enterprises; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability and Objective III.3.2, Manage and Maximize County Assets. The recommended actions improve the economic and social well-being of our communities while maximizing and leveraging resources.

FISCAL IMPACT/FINANCING

The proposed LCPtracker contract has an initial term of 3-year with two 1-year optional renewal periods for a total contract amount of \$574,950 inclusive of all County departments. The total contract amount of \$574,950 for both module 1 and module 2 includes the one-time cost of \$40,500 for implementation which will take 6 months to 1 year to complete, the fixed annual subscription cost of \$98,050 for each of the 5 years with an allowance of \$13,750 for additional training sessions and \$30,450 of pool dollars for additional related services and optional work, if needed.

The proposed contract will be funded by the Chief Executive Office (CEO) Project and Facility Development Budget. Expenditures for the subject services incurred by Public Works' Internal Service Fund Capital Project Management Program will be reimbursed through billings to individual approved project budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed contract contains terms and conditions in compliance with the CEO and Board requirements. The proposed contract also contains information technology and data ownership provisions and service level, standard indemnity, and insurance requirements required by the County. Finally, the proposed contract includes the new Board policy provisions for compliance with the County Policy of Equity, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, and Compliance with Fair Chance Employment Practices.

The Chief Information Officer (CIO) has reviewed this request and recommends approval. The CIO analysis is enclosed as Enclosure A. County Counsel has reviewed and approved the proposed contract, Enclosure B, as to form.

The consultant's minority participation and utilization and the Community Business Enterprises participation data is included in Enclosure C. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color. 3-year contracting history for the selected firms are on file with Public Works.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Title 24 of the Code of Federal Regulations, Section 58.34(a)(3), this action is exempt from the National Environmental Policy Act as it involves administrative actions of government.

The proposed action is not a project pursuant to the California Environmental Quality Act because the activity is excluded from the definition of a project by Section 15378(b) of the California Environmental Quality Act Guidelines. The proposed action to provide a web-based tracking system to assist the County in monitoring compliance of LTWHP and Business Utilization goals is an administrative activity of government, which will not result in direct or indirect changes to the environment.

CONTRACTING PROCESS

On September 6, 2018, Public Works issued a Request for Proposal (RFP) for compliance monitoring of LTWHP, Business Utilization, and related services. The RFP was posted on the County's "Doing Business with Us" website (Enclosure D); Public Works' "Do Business with Public Works" website; Twitter; and advertisements were placed in the Los Angeles Daily Journal; Los Angeles Sentinel; and La Opinión. Also, Public Works informed over 1,300 LSBE about this business opportunity. Three firms registered on the Public Works website for the RFP. A preproposal meeting was held on September 25, 2018, and proposals were due October 29, 2018. A total of two proposals were received.

An evaluation committee composed of staff from Parks and Recreation, Internal Services, and Public Works Departments evaluated the written proposals and oral presentations based on criteria described in the RFP, including price, technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the system requirements.

The evaluations were completed without regard to race, creed, color, or gender and in accordance with the informed averaging methodology. Based on the evaluation of the proposals, LCPtracker was selected for negotiations. The selected firm was determined to meet the minimum requirements of the RFP and most qualified to provide the required services. Public Works has determined that LCPtracker's proposed rates for performing the services are reasonable.

Public Works has evaluated and determined that the County of Los Angeles Code, Chapter 2.201 (Living Wage Program), does not apply to the recommended contract. The contract is exempt from the requirements of Proposition A because the services are highly technical in nature.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended contract. The proposed contract will provide compliance monitoring of LTWHP and Business Utilization goals in County contracts and construction contracts to Public Works and various County departments.

CONCLUSION

Please return one adopted copy of this letter to the Los Angeles County Public Works, Business Relations and Contracts Division, and to the Chief Executive Office, Capital Programs Division.

Respectfully submitted,

Reviewed by,

MARK PESTRELLA
Director of Public Works

WILLIAM S. KEHOE
Chief Information Officer

MP:JQ:ss

Enclosures

c: Chief Executive Office (Brad Bolger)
Chief Information Office (Eric Sasaki)
County Counsel (Truc Moore)
Executive Office

c: Information Technology Systems & Applications (Jewel Libid)

DRAFT

Enclosure A



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO CIO Analysis

BOARD AGENDA DATE:

11/12/2019

SUBJECT:

Award of Contract with LCPtracker, Inc. for Compliance Monitoring of Local and Targeted Worker Hiring Policy and Business Utilization

CONTRACT TYPE:

☒ New Contract ☐ Sole Source ☐ Amendment to Contract #: Enter contract #.

SUMMARY:

Description: The Department of Public Works (DPW) is seeking approval to award a contract to LCPtracker, Inc. (LCPtracker) to provide a Software-as-a-Service (SaaS) system to track and monitor the utilization under the Local and Targeted Worker Hire Policy (LTWHP; approved by the Board of Supervisors on June 11, 2019) and the business utilization goals for Local Small Business Enterprises (LSBE), Disabled Veteran Business Enterprises (DVBE), and Social Enterprises (SE) within Los Angeles County. The principal departments that will use this system are DPW, the Department of Parks and Recreation, and the Internal Services Department, plus any additional departments as needed. The recommended contract term is for three years and two optional one-year extensions. The Contract includes the implementation of two software modules and, training, annual subscription fees, and pool dollars for optional work.

DPW is further recommending to the Board of Supervisors that it find the contract work is not a project under the California Environmental Quality Act and that it delegate authority to the Director of Public Works to execute the contract, to extend the contract during the optional extension periods, and to use the pool dollars of \$30,450 for additional related services or optional work upon approval by the Chief Executive Office (CEO).

Contract Amount: \$574,950, including all optional extensions and pool dollars

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

Implementation of Module 1 ^a	\$	18,900
Implementation of Module 2 ^b	\$	21,600
Additional Training	\$	13,750
Total one-time costs:	\$	54,250

Annual costs:

Subscription Fee for Module 1	\$	83,200
Subscription Fee for Module 2	\$	<u>14,850</u>
Subtotal annual costs:.....	\$	98,050

Total subscription costs based on 60 months:^c.... \$ 490,250

Pool Dollars..... \$ 30,450

Maximum Contract Sum: \$ 574,950

Notes:

^a Module 1 is for LTWHP labor compliance for construction contracts.

^b Module 2 will track LSBE, DVBE, and SE business utilization for active County contracts.

^c The Maximum Contract Term is 60 months, including the two optional one-year extensions.

DPW indicates the contract will be funded by the CEO Project and Facility Development Budget, and any expenditures incurred by DPW's Internal Service Fund Capital Management Program will be reimbursed through billings to individual project budgets.

Although this new Contract is recommended based on the evaluation of a Request for Proposals (RFP), DPW has procured similar software and services from LCPtracker since 2010. The Department provided the following breakdown of historical costs:

Year	Software	Services	Total
2010	\$48,500	-	\$48,500
2011	\$48,500	\$4,000	\$52,500
2012	\$67,500	-	\$67,500
2013	\$62,500	-	\$62,500
2014	\$84,750	-	\$87,750*
2015	\$66,000	\$5,000	\$71,000
2016	\$77,900	\$9,900	\$87,800
2017	\$68,000	-	\$68,000
2018	\$63,000	-	\$63,000

**In 2014, additional contract compliance software was purchased*

RISKS:

1. Contractor Performance – DPW has a nine-year history of using similar software from LCPtracker, which should assist in the timely realization of the scope of this Contract. The Contract includes provisions for Termination for Convenience and Termination for Default. The Contractor must carry Technology Errors & Omissions insurance with limits not less than \$10 million and Cyber Liability Insurance with limits not less than \$10 million. There are terms for liquidated damages in the amount of \$500 per day per occurrence for failure to complete work as specified. The Department, as part of the County's Quality Assurance Plan, will monitor the Contractor's performance under the Contract at least once per year.

Further, there are financial remedies for unscheduled downtime of the system, which range from 30 percent of monthly fees for an outage of at least three hours to 100 percent of monthly fees for an outage of 24 hours or longer.

2. Implementation Period and Subscription Fees – The Department estimates that the system may take six to 12 months to implement and be accepted by the County for use. During its initial review, OCIO noted that the Contract was not clear on when the County would begin to be billed for the annual subscription fees, leaving the possibility that the County would pay for the subscription prior to Final Acceptance and before having beneficial or meaningful use. DPW ensured that the Contract indicates that the annual subscription fees will be invoiced upon Final Acceptance of the System and every year thereafter.

3. Information Security Review – The Scope of Work was reviewed by DPW's Information Security Officer and by a County Deputy Chief Information Security Officer (DCISO) on three occasions, including prior to the release of the RFP. They determined that the risk profile of the subject system to be high, considering the large number of records (500,000 currently) and the personally identifiable information, such as name and Social Security number of workers, and sensitive information such as wages and addresses that are needed to monitor the utilization under the LTWHP. Because of the high risk, the DCISO recommended the additional requirements for cyber liability insurance, an annual independent "SOC Type 2" assessment, and support of federated authentication with the County's identity and access management systems. The DPW Information Security Officer confirmed that these requirements were incorporated into the RFP.

PREPARED BY:

ERIC M. SASAKI, DEPUTY CHIEF INFORMATION OFFICER

DATE

APPROVED:

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

DATE

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	10/24/2019							
BOARD MEETING	11/5/2019							
SUPERVISORIAL DISTRICT AFFECTED	1, 2, 4, and 5							
DEPARTMENT	Public Works							
SUBJECT	Community Workforce Agreement for Specified Proposed Major Capital Projects							
PROGRAM								
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	None.							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: Will vary by capital project.</td><td style="width: 50%;">Funding source: Will vary by capital project.</td></tr> <tr> <td colspan="2">TERMS (if applicable):</td></tr> <tr> <td colspan="2"> Explanation: The cost of implementing and monitoring the CWA will be included in the budgeting of each of the proposed projects. </td></tr> </table>		Total cost: Will vary by capital project.	Funding source: Will vary by capital project.	TERMS (if applicable):		Explanation: The cost of implementing and monitoring the CWA will be included in the budgeting of each of the proposed projects.	
Total cost: Will vary by capital project.	Funding source: Will vary by capital project.							
TERMS (if applicable):								
Explanation: The cost of implementing and monitoring the CWA will be included in the budgeting of each of the proposed projects.								
PURPOSE OF REQUEST	Public Works, in conjunction with the Chief Executive Office, is seeking Board approval and authorization to execute the Community Workforce Agreement negotiated at the direction of the Board with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions.							
BACKGROUND (include internal/external issues that may exist)	<p>On March 21, 2017, and July 10, 2018, the Board approved two motions and authorized the Chief Executive Officer (CEO), in consultation with County Counsel and the Directors of Public Works; Workforce Development, Aging and Community Services; and Consumer and Business Affairs to negotiate a Project Labor Agreement (PLA) for the five major capital projects, in addition to multiple recommendations related to the PLA.</p> <p>As directed by the Board motions, in addition to addressing the terms and conditions that are necessary for the successful construction of the proposed projects, much of our emphasis in this endeavor was facilitating Board priorities, such as ensuring the hiring of local and targeted workers and encouraging participation in the proposed projects by local small businesses, disabled veteran-owned businesses, and social enterprises (collectively, Small Businesses).</p>							
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Esther Diaz, PW, Principal Engineer, 626-300-2333, esdiaz@dpw.lacounty.gov • Amir Alam, Manager-CEO, 213-974-2620, aalam@ceo.lacounty.gov • Mike Simon, Senior Deputy County Counsel, 213-974-1943, msimon@counsel.lacounty.gov 							

November 5, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONSTRUCTION-RELATED CONTRACT
PUBLIC BUILDINGS CORE SERVICE AREA
APPROVE COMMUNITY WORKFORCE AGREEMENT
FOR SPECIFIED PROPOSED MAJOR CAPITAL PROJECTS
(SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5)
(3 VOTES)**

SUBJECT

Public Works, in conjunction with the Chief Executive Office, is seeking Board approval and authorization to execute the Community Workforce Agreement negotiated at the direction of the Board with the Los Angeles/Orange Counties Building and Construction Trades Council and its respective unions. Pursuant to the Board's direction, the Community Workforce Agreement will apply to proposed major capital projects previously specified by the Board.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Approve and authorize the Chief Executive Officer to sign the Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council for certain capital projects as previously specified by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will authorize a Community Workforce Agreement (CWA) (copy enclosed) for the specified proposed major capital projects listed in the agreement.

Community Workforce Agreement

On March 21, 2017, and July 10, 2018, the Board approved two motions and authorized the Chief Executive Officer (CEO), in consultation with County Counsel and the Directors of Public Works; Workforce Development, Aging and Community Services; and Consumer and Business Affairs to negotiate a Project Labor Agreement (PLA) for the five major capital projects, in addition to multiple recommendations related to the PLA. We have titled the PLA as a Community Workforce Agreement (CWA) to reflect the Board's priority of using this agreement as a means to facilitate employment of local residents, consistent with the County's previous agreement for the Martin Luther King Jr. (MLK) Outpatient Center project. The Board directed that the CWA cover the following projects: King-Drew Reuse; Harbor-UCLA Medical Center (H-UCLA) Master Plan (consisting of the Outpatient/Support Building, Central Plant, and Inpatient Building Replacement projects); the Consolidated Correctional Treatment Facility; Mira Loma Women's Detention Center (MLWDC); and five specified projects on the Rancho Los Amigos South Campus (RLASC): Sports Center, Sheriff's Department Crime Lab Consolidation, Probation Department Headquarters, Internal Services Department (ISD) Headquarters, and Infrastructure projects. Approval by the Board of the CWA does not obligate the Board to proceed with any of the projects listed.

A CWA is an agreement negotiated between a project owner, which may be a public agency and various construction unions that is typically used to establish uniform labor relations policies and procedures for a construction project. The terms and conditions of the CWA often differ in specific areas from what is otherwise provided for through established collective bargaining agreements. Traditionally, owners have sought to enter into such agreements as a means of avoiding strikes, lockouts, and other labor disputes that could potentially disrupt important projects. More recently, many owners are also using such agreements as a vehicle for delivering on public policy, such as the implementation of community work force development programs, which may include target goals or requirements related to hiring the local workforce. Other provisions typically relate to: standardized work rules for a project; dispute resolution procedures utilized in the event that labor relations issues or disputes occur; and policies and procedures for compliance with prevailing wage law and providing employees with bona fide fringe benefits. After an owner and the construction unions agree to a CWA, the

CWA is incorporated into the contract documents for the project and the selected contractor and its subcontractors are bound to the terms of the CWA for purposes of implementing the project.

As directed by the Board on March 21, 2017, and July 10, 2018, in addition to addressing the terms and conditions that are necessary for the successful construction of the proposed projects, much of our emphasis in this endeavor was facilitating Board priorities, such as ensuring the hiring of local and targeted workers and encouraging participation in the proposed projects by local small businesses, disabled veteran-owned businesses, and social enterprises (collectively, Small Businesses).

The CEO and Public Works conducted a solicitation to select an outside consultant with extensive labor relations and CWA expertise to supplement the County team in negotiating and implementing the proposed CWA. On September 26, 2017, the Board authorized Public Works to award and execute a consultant services agreement to Parsons Constructors, Inc., to assist the County in outreach and negotiation services for the creation of a CWA for the major capital projects. The CEO, County Counsel, Public Works, with the assistance of Parsons, commenced the negotiation meetings with the Los Angeles/Orange Counties Building and Construction Trades Council starting on November 30, 2017, and continuing through final negotiations in June 2019.

Terms and Conditions

The following are some of the key terms and conditions of the CWA:

- Local and Targeted Worker Hiring Policy
The agreement provides that the unions will provide the contractors with sufficient qualified workers to achieve the mandatory Countywide Local and Targeted Worker Hiring Policy (LTWHP) requirements established by the Board.
- Training for Construction Careers
The CWA further recognizes the County's desire to create hiring opportunities for County local workers, targeted workers, apprentices, and pre-apprentices. The unions agree to support training opportunities for individuals wishing to pursue a career in construction.
- Apprentices

Under the CWA, all parties are encouraged to increase work opportunities for those seeking to enter the construction industry. This is done by encouraging the use of first

year apprentices and by providing training opportunities for pre-apprentices. Apprentices working under the agreement must come from joint labor/management training programs (union-sponsored programs).

- Local Small Business Enterprise (LSBE)/Disabled Veteran Business Enterprise (DVBE)/Social Enterprise (SE) Programs

The CWA specifically recognizes the LSBE/DVBE/SE programs established by the Board. The unions agree to support this priority and to ensure that the agreement does not create impediments for participation by small local businesses. This is partly addressed through the terms of the Core Worker provisions described below.

- Core Workers

The CWA provides flexibility to non-union contractors who do not typically work under union collective bargaining agreement. This will enhance opportunities for SBEs and other Community Business Enterprises to participate in the proposed projects. The CWA allows these Small Businesses to employ up to three existing employees (core employees) before using any union workers, and then may use two additional core employees, one for each union worker hired for the project. This same rule applies for firms hired by the County to provide inspection services for the project. For larger non-union contractors, they may use one core employee for every union worker hired, up to a maximum of three core workers.

- No-Strike Provision

The CWA includes provisions precluding labor actions or disruptions of the work associated with the scope of the design-build contracts for the proposed projects. In addition, the CWA states that the unions agree not to disrupt other work, which is related to the project, but is not part of the proposed construction contract, as well as specialty items of work like the installation of certain medical equipment.

- Scope of Work

The CWA applies only to the scope of construction work to be performed under the contract to construct any one of the identified proposed projects. Other construction work, even on the same site, is generally excluded.

- Dispute Resolution

Issues regarding disputes over jurisdiction between trades that may arise during construction will be resolved using a methodology that is common in the industry, "The Plan for Settlement of Jurisdictional Disputes in the Construction Industry."

- Wages and Benefits

The CWA provides for the payment of prevailing wages in accordance with the California Labor Code. In the unlikely event that the union wage rates exceed the applicable prevailing wage rates, the higher rates will apply. Contributions for fringe benefits must be made to union benefit trust funds on behalf of all workers covered by the CWA.

- Union Agreements/Union Membership

The CWA is open to all contractors whether or not they normally work on a union basis and does not require the signing of any collective bargaining agreement other than the CWA. Employees working under the CWA do not have to become union members or pay union dues, although they do have to pay a representation fee to the unions while they are working under the CWA.

- Work Opportunities Program

The CWA includes enhanced work opportunities for the following programs:

- Enhanced Helmets-to-Hardhats requirements,
- Veterans outreach and employment,
- Partnership with Multi-Craft Core Curriculum,
- LSBE, DVBE, and SE outreach, and
- Establishment of Women in Trades Advisory Council to develop and implement strategies to recruit, train, and place females on construction jobs.

- No Discrimination Provision

The CWA includes enhanced provisions to reflect the County's Policy of Equity and strong anti-harassment language.

CWA Applies to Specified Major Capital Projects

MLK BHC Renovation Project (formerly named King-Drew Reuse Project)

On September 3, 2019, the Board authorized Public Works to award a design-build (D-B) agreement with Bernard Bros. Inc. for the MLK BHC Renovation project. Upon Board approval of the CWA, this project will be the first to implement this CWA. The D-B agreement requires the Bernard Bros. Inc. and its subcontractors comply with the terms of the CWA for all construction work on the MLK BHC Renovation project.

H-UCLA - Outpatient/Support Building, Central Plant, and Inpatient Building Replacement Projects

All D-B Request for Proposal solicitations for the listed projects will require the D-B and its subcontractors to comply with the terms of the CWA for all construction work on the project.

RLASC Projects

On April 30, 2019, the Board authorized Public Works to award a D-B agreement to Ohno Construction Company (Ohno) for the Sports Center project. The D-B agreement requires that Ohno and its subcontractors comply with the terms of the CWA for all construction work on the Sports Center project.

Mental Health Treatment Center Project (formerly named Consolidated Correctional Treatment Facility)

On March 21, 2017, the Board directed that the CWA negotiated to include the proposed Mental Health Treatment Center project. However, although this proposed project is included in the CWA, on August 13, 2019, the Board approved a motion to cancel the project.

Mira Loma Women's Detention Center Project

On March 21, 2017, the Board directed that the CWA to include the proposed MLWDC project. However, although this proposed project is included in the CWA, on February 12, 2019, the Board approved a Board motion to cancel the project.

Implementation of Strategic Plan Goals

The County Strategic Plan directs the provision of Strategy II.1, Drive Economic and Workforce Development in the County, Strategy II.2, Support the Wellness of our Communities, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action supports the Strategic Plan by supporting the wellness of our communities and enhancing the public infrastructure for the safety of the patients and staff, and by increasing job opportunities for high risk youth, adults, and low to moderate income residents.

FISCAL IMPACT/FINANCING

The cost of implementing and monitoring the CWA will be included in the budgeting of each of the proposed projects.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the CWA as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended action to approve and authorize the execution of the CWA is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the State CEQA Guidelines. The proposed action is an administrative activity of the government, which will not result in a direct or indirect change to the environment.

CONTRACTING PROCESS

Proposed major capital projects previously specified by the Board will be required to comply with the CWA if the CWA is approved by the Board, and if the Board ultimately awards a construction contract for that previously specified proposed projects.

To assist with the CWA effort, Public Works will initially use the Board-approved contract with Parsons to provide the administration and monitoring services for the implementation of the terms and conditions of the CWA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services.

The Honorable Board of Supervisors
November 5, 2019
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CONCLUSION

Please return one adopted copy of this letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

MP:AKM:lj

Enclosures

c: Chief Executive Office
County Counsel
Department of Consumer and Business Affairs
Executive Office
Department of Health Services
Department of Public Social Services (GAIN/GROW) Program
Workforce Development, Aging and Community Services

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF LOS ANGELES

AND

**THE LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS**

FOR

**PROPOSED MENTAL HEALTH TREATMENT CENTER (FORMERLY KNOWN AS THE
CONSOLIDATED CORRECTIONAL TREATMENT FACILITY)**

PROPOSED MIRA LOMA WOMEN'S DETENTION CENTER

PROPOSED HARBOR-UCLA MEDICAL CENTER MASTER PLAN PROJECT

**PROPOSED KING-DREW REUSE PROJECT (MARTIN LUTHER KING JR. MEDICAL
CAMPUS)**

**PROPOSED RANCH LOS AMIGOS CAMPUS CAPITAL PROJECTS (SHERIFF'S
DEPARTMENT CRIME LAB CONSOLIDATION, PROBATION DEPARTMENT
HEADQUARTERS, ISD HEADQUARTERS, SPORTS CENTER, AND
INFRASTRUCTURE PROJECT)**

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PURPOSE

The purpose of this Community Workforce Agreement ("CWA" or "Agreement") is to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, and to maximize the economic development opportunities for residents and businesses located within the County of Los Angeles ("County"), thereby promoting the public interest in assuring timely and economical completion of the proposed Major Capital Projects identified herein ("Covered Projects"), should some or all of the Covered Projects be ultimately approved by the Los Angeles County Board of Supervisors.

WHEREAS, the County is contemplating proceeding with the design and construction of the Covered Projects; and

WHEREAS, if the County's Board of Supervisors ultimately decides to proceed with some or all of the Covered Projects it will be of the utmost importance to the County and the general public of the County; and

WHEREAS, if the County's Board of Supervisors ultimately decides to proceed with some or all of the Covered Projects, the work proposed to be done will require maximum cooperation between the Parties to this Agreement, as well as with the contractors selected to perform the Covered Work under this Agreement; and

WHEREAS, if the County's Board of Supervisors ultimately decides to proceed with some or all of the Covered Projects, the County and the Unions intend to maximize local economic development by ensuring equity and economic inclusion through comprehensive workforce and business development strategies and partner coordination;

WHEREAS, increasing access to employment opportunities with prevailing wages is one way for the County and the Unions to directly combat poverty and unemployment; and

WHEREAS, the County and the Unions are committed to contribute to the economic development of the community through the inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) firms in the execution of Covered Projects;

WHEREAS, the County and the Unions are committed to eliminating barriers and challenges to open competition and growth for LSBE, DVBE and SE firms performing work on the proposed Covered Projects;

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

WHEREAS, it is recognized that the proposed Covered Projects would engage multiple contractors and bargaining units on the project sites at the same time over an extended period of

time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

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

WHEREAS, the Contractors/Subcontractors/Employers ("Employers") and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the proposed Covered Projects by the Employers, and further, to encourage close cooperation among the Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

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

WHEREAS, this Agreement reflects a commitment by all Parties to the diversity in the workforce hiring; and

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the proposed Covered Projects, should some or all of the Covered Projects be ultimately approved by the Los Angeles County Board of Supervisors;

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

ARTICLE 1 DEFINITIONS

1.1 "Agreement" means this Community Workforce Agreement.

1.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in a Joint Labor/Management apprenticeship program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards ("DAS").

1.3 "Board" means the Los Angeles County Board of Supervisors.

1.4 "California Construction Labor Hours" means all craft worker hours performed on a Covered Project by California residents, excluding the hours performed by Inspectors, off-site material fabricators, designers, project office staff, or vendors.

1.5 "Construction Contract" means, as applicable, either the contract between County and a Design-Builder for the design and construction of a Covered Project, or the contract with a prime contractor for the construction of a Covered Project.

1.6 "Contractor/Subcontractor/Employer" ("Employers") means the prime contractor and all subcontractors and owner operators of any tier, with respect to work performed within the scope of a Construction Contract. An Employer may bid for and be awarded work within the scope of Construction Contract for a Covered Project without regard as to whether the Employers are otherwise a party to any collective bargaining agreement.

1.7 "Core Employee" as used in this Agreement shall mean an employee whose name appeared on the Employer's active payroll for sixty (60) working days out of the last one hundred (100) working days immediately before the award of work within the scope of a Covered Contract to the Employer, who possesses any license and meets all standards required by state or federal law for the work to be performed; and who has the ability to safely perform the functions of the applicable trade; and 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.

1.8 "County" means the County of Los Angeles and its Departments, Commissions and Agencies delivering the proposed Covered Projects.

1.9 "Covered Project" or "Covered Projects" means the scope of work designated by the Board as being subject to this Agreement for one of, all of, or a combination thereof of the following proposed construction projects, most of which have not yet been approved for construction by the Board:

1.9.1 A proposed project to construct a Mental Health Treatment Center (formerly known as Consolidated Correctional Treatment Facility) to replace the Men's Central Jail in downtown Los Angeles, California.

1.9.2 A proposed project to construct a Mira Loma Women's Detention Center in Lancaster, California.

1.9.3 A proposed Harbor-UCLA Medical Center Master Plan Project in Torrance, California.

1.9.4 A proposed King-Drew Reuse Project (Martin Luther King Jr. Medical Campus) in South Los Angeles, California.

1.9.5 The following proposed Rancho Los Amigos South Campus projects, located in the City of Downey: the proposed Sheriff's Department Crime Lab Consolidation project; the proposed Probation Department Headquarters project; the proposed ISD Headquarters project; the proposed Sports Center project; and the proposed Infrastructure project.

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

1.11 "Disabled Veteran Business Enterprise" or "DVBE" shall mean: (1) A business which is certified by the State of California as a disabled veteran business enterprise; or (2) A business which is verified as a service-disabled veteran-owned small business by the Veterans Administration.

1.12 "Jobs Coordinator" means an individual or entity contracted or employed by an Employer to facilitate implementation of the Local and Targeted Hiring Requirements of this Agreement, in compliance with the County's LTWHP. The Employer must be able to demonstrate or otherwise document to the County's satisfaction that the Jobs Coordinator possesses the requisite qualifications and/or experience to fulfill these duties and responsibilities.

1.13 "Joint Administrative Committee" (JAC) means the committee established by Article 12 of this Agreement to review the implementation of this Agreement.

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

1.15 "Letter of Assent" means the document which formally binds each Employer to adherence to all the forms, requirements and conditions of this Agreement that each Employer (of any tier) must sign and submit to the County's designated office and to the Council prior to beginning any work covered by this Agreement. The form Letter of Assent is attached as Attachment A.

1.16 "Local Small Business Enterprise" or "LSBE" shall mean a business which is certified by the State of California as a small business and has had its principal office located in Los Angeles County for at least one year.

1.17 "Master Labor Agreement" or "MLA" means the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time, and which are incorporated herein and listed in Attachment B.

1.18 "Project Labor Coordinator" means the designee of the County, either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement and assist with 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.

1.19 "Qualifying Zip Code" means a zip code included in the County's Local and Targeted Worker Hiring Policy ("LTWHP") adopted by the Board. The Qualifying Zip Codes are listed as part of Attachment C.

1.20 "Social Enterprise" or "SE" means nonprofit or for-profit businesses whose primary purpose is the "common good" and which "use the methods and disciplines of business and the

power of the marketplace to advance their social, environmental and human justice agendas, wherein the organization that applies commercial strategies to maximize improvements in human and environmental well-being," that may "include maximizing social impact rather than profits for external shareholders," and has both: (1) been in operation for at least one (1) year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and (2) is certified by the County's Department of Consumer and Business Affairs ("DCBA") as a Social Enterprise.

1.21 "Subscription Agreement" means the contract between a Union's Labor Management Trust Funds and a Contractor that is not a party to a current collective bargaining agreement with a union signatory to this Agreement to document that Contractor's agreement to comply with the trust fund contribution requirements of the Letter of Assent described in Section 3.4., below. The Subscription Agreement cannot bind the Employer beyond the obligations set forth in this Agreement and is limited to work performed within the scope of the Construction Contracts.

1.22 "Targeted Worker" means an individual whose principal residence is located within the County and who faces one (1) or more of the following barriers to employment:

- (a) Has a documented annual income at or below 100 percent of the Federal Poverty Level;
- (b) Has no high school diploma or GED;
- (c) Has a history of involvement with the criminal justice system;
- (d) Is experiencing protracted unemployment (receiving unemployment benefits for at least 6 months);
- (e) Is a current recipient of government cash or food assistance benefits;
- (f) Is homeless or has been homeless within the last year;
- (g) Is a custodial single parent;
- (h) Is a former foster youth;
- (i) Is a veteran, or is the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a]);
- (j) Is an eligible migrant and seasonal farm worker;
- (k) Is currently an English language learner
- (l) Is an older Individual (55+); or
- (m) Is disabled.
- (n) Is an individual with a low level of literacy.

1.23 "Tier 1 Local Resident" means a County resident whose primary residency is within a Qualifying Zip Code, which is within or partially within a five (5) mile radius of the site of the relevant proposed Covered Project. A list of the Tier 1 Local Resident Qualifying Zip Codes for each of the proposed Covered Projects is listed as part of Attachment C.

1.24 "Tier 2 Local Resident" means a County resident whose primary residency is within a Qualifying Zip Code, which does not qualify for inclusion as a Tier 1 Local Resident for the relevant proposed Covered Project. A list of the Tier 2 Local Resident Qualifying Zip Codes is listed as part of Attachment C.

1.25 Tier 1 Local Residents and Tier 2 Local Residents shall be collectively referred to as "Local Residents".

1.26 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") affiliated with North America's Building Trades Unions (AFL/CIO), and the local unions and District Councils signing this Agreement, whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall only apply to the Employers performing work or agreeing to perform work pursuant to a Construction Contract for a Covered Project, the Los Angeles/Orange Counties Building and Construction Trades Council ("Council"), the District Councils and Local Unions signatory to this Agreement, who have through their officers executed this Agreement ("Signatory Unions") and the County of Los Angeles. The Council, the signatory Unions and the County shall hereinafter be referred to as the Parties.

2.2 Application of Agreement: This Agreement shall only apply to the work within the scope of a Construction Contract for a Covered Project, as defined in Sections 1.5 and 1.9 above, unless specifically excluded or limited in Section 2.3, below. This Agreement shall in no way limit the County's right to terminate, modify or rescind a Construction Contract and/or any related subcontract or agreement and the County has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding any Construction Contracts or portions of any Construction Contracts. Should the County remove or terminate any Construction Contract and thereafter authorize that work be commenced or re-commenced, that Construction Contract shall be performed under the terms of this Agreement unless this Agreement has expired prior to the authorization to commence or re-commence such work.

2.3 Exclusions:

2.3.1 This Agreement shall not apply to any off-site maintenance of leased equipment and on-site supervision of such maintenance work.

2.3.2 This Agreement shall not apply to or impact in any way service contracts or operation or maintenance contracts entered into by the County including, but not limited to said contract relating to the Covered Projects, services provided at any County facility, building and/or the operation or maintenance of any County owned and operated facilities.

2.3.3 This Agreement shall not apply to the Employer's non-manual employees including, but not limited to, superintendents, assistant superintendents, supervisors, staff engineers, master mechanics, office engineers, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians or any other employee of the Employers above the rank of Craft Foreman, and other engineering, administrative, supervisory, and

management employees, including quality control and quality assurance management personnel to the extent they do not perform the work of a Building/Construction Inspector and/or Field Soils and Material Tester (Inspector), as covered by Section 2.3.6.

2.3.4 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to a Covered Project, and the movement of materials or goods between locations on a Covered Project site, are within the scope of this Agreement to the extent that those lay down or storage areas and prefabrication sites are for work within the scope of the Construction Contracts.

2.3.5 Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work or the warranty specifies that it may be void absent installation by the manufacturer or certified installation personnel of the manufacturer's authorized contractor or vendor (or the warranty explicitly requires such authorized and certified personnel to perform the installation) and no such authorized union contractor in the applicable trade has successfully bid the work, then such installation shall not be covered under this Agreement. The Prime Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative.

2.3.6 This Agreement shall not apply to any employees of the County, design teams (including, but not limited to architects, engineers, master planners), or any other consultants directly contracted by the County (including, but not limited to, project managers, construction managers, inspectors and their employees and their sub-consultants, and other employees of professional service organizations). Notwithstanding the foregoing, this exclusion shall not apply to the classifications of Surveyors and/or Building/Construction Inspector and/or Field Soils and Material Testers (Inspectors) unless they are County employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract directly with the

County or a contract with a Contractor shall be bound to all applicable requirements of this Agreement. Covered work as defined by this agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

2.4 County and/or the Employers, as appropriate, have the absolute right to award the Construction Contracts under this Agreement to any Employer notwithstanding the existence or non-existence of any agreements between such Employer and any Union parties, provided only that such Employer is ready, willing and able to execute and comply with this Agreement should such Employer be awarded work under a Construction Contract for a Covered Project.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the County agree to be bound by each and every provision of this Agreement. The provisions of this Agreement, including the Master Labor Agreements, shall only apply to the work within the scope of the Construction Contracts for the Covered Projects. The provisions of this Agreement and the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein as Attachment B) shall only apply to the work within the scope of the Construction Contracts for the Covered Projects. To the extent that the provisions of this Agreement are inconsistent with the applicable Master Labor Agreements, the provisions of this Agreement shall prevail, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work.

3.2 It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreement, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreement and not covered by this Agreement, the provisions of the Master Labor Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreement for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 11.

3.3 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the Employer will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement, except as provided in Section 3.4, below.

3.4 It is agreed that all Employers of whatever tier, who have accepted the award of work within the scope of a Construction Contract, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. At the time that any Employer enters into a subcontract with any subcontractor of any tier providing for the performance of work within the scope of a Construction Contract, the Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the project. No Employer shall commence work within the scope of a Construction Contract without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and the Council, 48 hours before the commencement of such work, or within 48 hours after the award of such work to that Employer, whichever occurs later. Further, Employers not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the MLA(s) for the craft workers in their employ, shall sign a Subscription Agreement with the appropriate Joint Labor/Management Trust Funds covering the work performed under this Agreement before such work is commenced. It shall be the responsibility of the prime contractor to have each of its subcontractors sign such Subscription Agreement with the appropriate Union prior to the subcontractor beginning work performed under this Agreement. The Subscription Agreement shall not bind the Employer beyond the terms and conditions of this Agreement and must be limited to work performed within the scope of a Covered Contract for a Covered Project.

3.5 This Agreement shall be binding on the signatory Employers hereto only and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party or any other contract for construction or project to which this Agreement does not apply.

3.6 This Agreement shall be included as a general condition of the Construction Contract for each of the Covered Projects.

ARTICLE 4 WORK STOPPAGES AND LOCKOUTS

4.1 There shall be no strikes, sympathy strikes, picketing, work stoppages, slowdowns, sickouts, handbilling or other disruptive activity for any reason (including but not limited to disputes relating to the negotiation or renegotiation of applicable MLAs, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes or disputes) by the Union, or by any employee, and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the Project site is a violation of this Article.

4.2 The Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Covered Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the project. If any union is notified of any offsite work stoppage, strike, picketing or

other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good faith efforts to cease such Project work disruption

4.3 The Union shall not be liable for independent acts of employees for whom it has no responsibility. The principal officer or officers of a Union will immediately instruct, order and use their best efforts of their office to cause the employees they represent to cease any violations of this Article. A Union complying with this obligation within two business days of its knowledge of or receipt of notice of such independent acts of employees shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.4 If an MLA, local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any Covered Project and/or failure of the parties to that agreement to reach a new contract. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two bases, both of which will be offered by the Unions involved to the Employers affected:

4.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Employers will be no less favorable to the Employer than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

4.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds if the Employers affected by that contract agree to the following retroactivity provisions: if a new MLA for the union having jurisdiction at the Project is ratified and if such new MLA provides for retroactive wage or fringe benefit contribution increases, then each affected Employer shall pay to its employees (and the respective trust funds for hours worked by employees) who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All parties agree that such affected Employer shall be solely responsible for any

retroactive payment to its employees and that neither the County nor any other Employer has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Employer.

4.4.3 Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under 4.4.1 above and other Employers may elect to continue to work on the Project under the retroactivity option offered under 4.4.2 above. To decide between the two options, Employers will be given one (1) week after the particular MLA has expired or one week after the Union has personally delivered to the Employer in writing its specific offer of terms of the interim agreement pursuant to 4.4.1 above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected the option of 4.4.2.

4.5 Expedited arbitration will be utilized for all grievances alleging violations of this Article. In lieu of or in addition to any other action at law or equity, any party, including the County, Prime Contractor and the Project Labor Coordinator, may institute the following procedure when a breach or violation of this Article is alleged to have occurred:

4.5.1 If the County or Employer contends that any Union has violated this Article, it will serve written notification upon the Business Manager of the Union(s) involved, advising him of the fact, with copies of such notice to the Prime Contractor, and the Project Labor Coordinator. The Business Manager(s) will immediately instruct, order and use the best efforts of her or his office to cause any violation of this Article to cease.

4.5.2 If the County or Union contends that any Employer has violated this Article, it will notify the Employer, Prime Contractor, and the Project Labor Coordinator, setting forth the facts which the Union contends violates this Article, at least twenty-four (24) hours prior to invoking the expedited arbitration procedures contained in this Article. It is agreed by the parties that the term "lockout" for purposes of this Agreement does not include discharge, termination or layoff of employees by the Employer in the normal course of its business, nor does it include the Employer's decision to terminate or suspend work on the Project or any portion thereof for operational or special circumstances.

4.5.3 The party invoking this procedure shall notify the Project Labor Coordinator to select the permanent arbitrator next in sequence from the following list:

1. Louis Zigman
2. John Kagel
3. Walter Daugherty
4. Sara Adler
5. Joseph Gentile

6. Michael Rappaport
7. Fred Horowitz

The Parties agree these shall be the seven permanent Arbitrators under this procedure. In the event that none of the seven permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the seven permanent Arbitrators is available. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Project Labor Coordinator will select a new permanent Arbitrator from the following list of arbitrators:

1. Charles Askin
2. Phil Tamoush
3. Thomas Pagan

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

4.5.4 Upon receipt of said notice, the Arbitrator shall convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. The Arbitrator, with assistance from the Project Labor Coordinator, shall notify the Parties by telephone and by facsimile or email of the place and time for the hearing. Notice shall be given to the individual Union(s) and contractor(s) alleged to be involved and to the Council. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the Arbitrator. The sole issue at the hearing shall be whether or not a violation of Section 4.1 or 4.2 of this Article has in fact occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation. The decision shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the decision.

4.5.5 The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such decision shall be served on all Parties and on the Project Labor Coordinator by hand or registered mail upon issuance. If the arbitrator determines that a violation of this Article has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the

craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages to the affected contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work. Similarly, if the arbitrator determines that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the Arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed. The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than ten thousand dollars (\$10,000) per shift, nor more than twenty-five thousand dollars (\$25,000) per shift.

4.5.6 Such decision may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party and to the Project Labor Coordinator. The Project Labor Coordinator shall not be named as a party or real party in interest in any such action. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's decision shall be served on all Parties and on the Project Labor Coordinator by hand or delivered by registered mail.

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

4.5.8 The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the Employer(s) involved.

4.6 The procedures contained in this Article shall be applicable to alleged violations of Article 4 to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes

alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article 4 shall be resolved under the applicable grievance adjudication procedures for these other Articles.

4.7 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 Employer who:

4.7.1 fails to timely pay its weekly payroll; or

4.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA.

4.7.3 Prior to withholding its members' services for the Employer's failure to meet its weekly payroll, the Union shall give at least five (5) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Employer, prime contractor and Project Labor Coordinator. The Union will offer to meet within a three (3) working day period, after the written notice of such failure to pay was sent, to attempt to resolve the dispute with the applicable Employers, prime contractor and the Project Labor Coordinator. Upon the payment of the delinquent Employer of all monies due and then owing for wages, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

4.7.4 Prior to withholding its members' services for the Employer's failure to make timely payments to the Union's Labor/Management Trust Funds, the Union shall give at least thirty (30) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile or email transmission to the involved Contractor, the Prime Contractor and Project Labor Coordinator. The Union, Employer, Prime Contractor and Project Labor Coordinator will meet within ten (10) calendar days following receipt of the written notice to attempt to resolve the dispute. Upon payment by the delinquent Employer 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 Employer shall return all such members back to work.

ARTICLE 5 NO DISCRIMINATION OR HARASSMENT

5.1 This Article is intended to preserve the dignity and professionalism of the workplace and construction site as well as protect the right of employees to be free from discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status. Discrimination, unlawful harassment, retaliation and inappropriate conduct toward others based on a protected status, are contrary to the values of the County, Employers and the Unions. The County, Employers and the Unions will not tolerate unlawful discrimination on the basis of sex, race, color, ancestry, religion, national origin, ethnicity, age (40 and over), disability, sexual orientation, marital status, medical condition or any other protected characteristic protected by

state or federal employment law, nor will it tolerate unlawful harassment, or retaliation. All Employers and employees are responsible for conducting themselves in accordance with this Article. Any employee proven to be in violation of this Article is subject to immediate removal from the workplace and construction site.

5.2 The Parties agree not to engage in any form of unlawful discrimination or harassment of any kind on the grounds of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

5.3 Any employee covered by this Agreement which believes that she or he has been discriminated against or harassed, in violation of section 5.1 above, shall be referred to the appropriate state and/or federal agency for the resolution of such dispute.

ARTICLE 6 UNION SECURITY

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

6.2 No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of the work on a Covered Project. The Employer shall, however, require all employees performing work within the scope of a Construction Contract on a Covered Project, for a cumulative total of eight (8) working days or more, to comply with the applicable Union's security provisions for the period during which they are performing on-site work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly dues and any working dues only, as uniformly required of all craft employees while working on the Covered Project and represented by the applicable signatory unions. However, any employee who is a member of a Union at the time the referring Union refers the employee, shall maintain that membership in good standing while employed on the Construction Contract.

ARTICLE 7 REFERRAL

7.1 The Employers recognize the Unions as the primary source of all craft labor employed on the Construction Contract for the Covered Projects. For Signatory Unions now having a job referral system contained in a MLA, the Employer agrees to comply with such system and it shall be used exclusively by such Employer, 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 policies and requirements of the County to encourage employment of Local Resident and Targeted Workers and utilization of LSBE, DVBE and SBE's on the Project, and to facilitate the ability of all Employers to meet their employment needs.

7.2 The Employer shall have the right to determine the competency of all employees, including the determination that prospective employees meet the qualifications established by the County for employment, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, all of which shall not be inconsistent with this Agreement and the applicable MLA. The Employer shall also have the right to reject any applicant referred by a Union, subject to the required payment of show-up pay, for any non-discriminatory reason; provided further that such right is exercised in good faith and not for the purpose of avoiding the Employer's commitment to employ qualified workers through the procedures endorsed in this Agreement.

7.3 The Unions will exert and document their efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Employer, including specific employment obligations to which the Employer 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 Project Labor Coordinator and others designated by the County or the Council, to identify and refer competent craftpersons as needed for work on Covered Projects, and to identify individuals, particularly Local Residents and Targeted Workers, for entrance into Joint Labor/Management Apprenticeship Programs, or participation in pre-apprenticeship programs agreed to by the County and Council and procedures to assist individuals with qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Covered Projects. The Union shall not knowingly refer an employee currently employed by an Employer on Project Work to any other Employer.

7.4 In recognition of the County's commitment to serve the community and the fact that the community in which the Covered Projects are located will be impacted by the construction activities, the Parties agree to support the development and employment of increased numbers of construction workers from among the Local Residents and Targeted Workers of the County. With the assistance of the Unions as specified in Section 7.5, the Employer is responsible for ensuring compliance with the Local and Targeted Worker Hire Policy for the Projects to achieve the following required levels of participation:

7.4.1 At least thirty (30) percent of total California Construction Labor Hours worked on each project must be performed by qualified Local Residents in the priority specified by Section 7.5.

7.4.2 At least ten (10) percent of total California Construction Labor Hours worked on each project shall be performed by Targeted Workers. Hours worked by a Targeted Worker who is also a Local Resident may also be applied towards the 30 percent Local Resident hire goal specified in Section 7.4.1.

7.4.3 Employers shall hire apprentices for the performance of work within the scope of the Covered Contracts. A minimum of twenty (20) percent of the California Construction Labor Hours worked on the Project by workers from each craft Union shall be worked by apprentices, unless a craft Union or their apprenticeship committee shall have received an exemption from the use of apprentices by the State Division of Apprenticeship Standards. If the apprenticeship

standards of the apprenticeship program establish a higher maximum percentage, Employers may use such approved higher percentage of apprentices for work within the scope of the Construction Contracts.

7.4.4 Fifty (50) percent of the California Construction Labor Hours performed by apprentices shall be performed by Local Residents and Targeted Workers.

7.5 The Unions agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills, and qualifications, the Unions shall follow the referral and recruitment procedures required by this Agreement to provide a sufficient number of skilled craft Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, as requested by the Employers, to fulfill the requirements of the Employers. Towards that end, the Unions agree that upon receiving a completed Craft Employee Request Form from an Employer, the Unions shall follow the procedures required by this Agreement to provide referrals and utilization of qualified workers as follows:

7.5.1 First, qualified Tier 1 Local Residents as well as Targeted Workers requested by the Craft Employee Request Form;

7.5.2 If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from paragraph 7.5.1 then the Union shall certify to the Project Labor Coordinators in the manner specified on the Craft Employee Request Form that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. Thereafter, the Unions shall recruit and identify for referral qualified Tier 2 Local Residents and Targeted Workers as requested by the Craft Employee Request Form;

7.5.3 If the Unions still have not provided the Employers with the attainment of a sufficient number of qualified Local Residents and Targeted Workers from their efforts in compliance with Sections 7.5.1 and 7.5.2, the Unions shall recruit and identify for referral qualified residents from the remaining U.S. Postal zip codes for the County. The Council will work with their affiliated joint labor management apprenticeship programs, the affected Employer(s), the County Project Labor Coordinator and the Jobs Coordinator to indenture a sufficient number of Local Residents and Targeted Workers as new apprentices and/or journeymen in accordance with this Agreement. In such cases, if the initiation and enrollment fees present a barrier to a potential Local Resident or Targeted Worker, then the Council and the Unions, along with the Project Labor Coordinator and the Jobs Coordinator, will assist in working with Work Source Centers and other similar organizations to secure such funds. Concurrently, the Unions shall recruit and identify for referral qualified workers residing within the remainder of the County to ensure continuous work and an uninterrupted supply of craft labor to the Covered Projects.

7.5.4 Hours worked by residents of states other than California shall not be included in the calculation of total hours of total California Construction Labor Hours for purposes of the percentage requirements set forth above.

7.6 To facilitate the dispatch of Local Residents, Targeted Workers, Apprentices and Skilled Journeypersons, all Employers 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 any Covered Project, samples of which are attached as Attachment C. When Local Residents and Targeted Workers are requested by the Employers, the Unions will refer such workers regardless of their place on the Unions' hiring halls' list and normal referral procedures. The Employers and Unions agree to maintain copies of all Craft Employee Request Forms used on the Covered Projects submitted or received including transmission verification reports that are date/time imprinted, until the Employers work on the project is complete. The Unions also agree to provide to the Project Labor Coordinator copies of any Craft Employee Request Forms wherein the Union has certified that all reasonable efforts to recruit Tier 1 Local Residents have been exhausted. The Employer shall copy the Project Labor Coordinator on all Craft Employee Request Forms at the time they are sent to the Union.

7.7 Local Residents and Targeted Workers may be referred to the Unions from the Project Labor Coordinator or Jobs Coordinator. For any applicant to qualify as a Targeted Worker, the Project Labor Coordinator shall verify the presence of the criteria listed in Attachment F and shall pre-screen and/or pre-qualify any Targeted Worker applicant prior to referral to the Unions.

7.8 Skilled and Trained Workforce Requirements

7.8.1 This requirement shall apply to all occupations performing work pursuant to a Construction Contract, which is an "Apprenticeable occupation" as defined below, which is in conformance with California Public Contract Code section 2601(a).

7.8.2 For the application of this Section 7.8, the following definitions shall apply:

- (a) "Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.
- (b) "Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) "Graduate of an apprenticeship program" means either of the following:
 - (1) An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief; or
 - (2) An individual that has completed an apprenticeship program located outside California

and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

- (d) "Skilled and trained workforce" means a workforce that meets all of the following conditions: (1) All the workers performing work in an Apprenticeship occupation in the building and construction trades are either Skilled Journeypersons or apprentices registered in an apprenticeship program approved by the Chief; and (2) At least sixty (60) percent of the Skilled Journeypersons employed to perform work within the scope of a Construction Contract by every contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation. Pursuant to Public Contract Code Section 2601, this Section 7.8 shall not apply to work performed in the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher. Further, for an apprenticeship occupation in which no apprenticeship program had been approved by the Chief before January 1, 1995, up to one-half of the graduation percentage requirements may be satisfied by Skilled Journeypersons who commenced working in the Apprenticeship occupation before the Chief's approval of an apprenticeship program for that occupation in the County.
- (e) "Skilled Journeyperson" means a worker who either: (1) Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or which was located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor; or (2) Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the Chief.

7.8.3 The apprenticeship graduation percentage requirements, above, are satisfied if, in a particular calendar month, either of the following is true: (1) At least the required percentage of the skilled Journeypersons employed by the contractor or subcontractor to perform work within the scope of the Covered Contract meets or is projected to meet the graduation percentage requirement; or (2) For the hours of work performed by Skilled Journeypersons employed by the contractor or subcontractor, the percentage of hours performed by Skilled Journeypersons who met the graduation requirement is at least equal to the required graduation percentage.

7.8.4 The contractor or subcontractor need not meet the apprenticeship graduation requirements of paragraph of this Section 7.8 if, during the calendar

month, the contractor or subcontractor employs Skilled Journeypersons to perform fewer than 10 hours of work within the scope of the Construction Contract.

7.8.5 A subcontractor need not meet the apprenticeship graduation requirements specified in this Section 7.8 if both of the following requirements are met: (1) The subcontractor was not required to be a listed subcontractor under Public Contract Code section 4104 or was not a substitute for a listed subcontractor; and (2) The subcontract does not exceed one-half of 1 percent of the price of the prime contract.

7.8.6 The Unions will provide all relevant available data to assist the Employer in preparing a monthly report to the County, demonstrating compliance with this Section 7.8.

7.8.7 The Parties recognize and agree that, pursuant to State law, if an Employer fails to provide the monthly report required by this Section 7.8, or provides a report that is incomplete, the County or other awarding body shall withhold further payments from that Employer until a complete report is provided.

7.8.8 The parties recognize and agree that, pursuant to State law, if a monthly report does not demonstrate compliance with this Section 7.8, the County shall withhold further payments from that Employer until that Employer provides a plan to achieve substantial compliance with this Section 7.8, with respect to the relevant Apprenticeshipable occupation, prior to completion of the Covered Contract. The Unions will assist the Employers with the development and implementation of this plan to achieve substantial compliance.

7.9 Core Workforce

7.9.1 The parties recognize the County's interest in promoting competition and inclusion of Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE) and Social Enterprise (SE), which may not be signatory to a current MLA. In order to promote participation and attract certified LSBEs/DVBEs/SEs to work under this Agreement, any Employer that has been certified as an LSBE, DBVE or SE may first employ three (3) of its core employees prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate union hiring hall and thereafter, such Employer may employ, as needed, two (2) additional core employees in the alternating manner provided in Section 7.9.2. Thereafter all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall. This Section 7.9.1 shall also apply to companies employing Building/Construction Inspectors and/or Field Soils and Material Testers (Inspectors) which are not directly signatory to a current MLA and who are providing Inspectors on a Covered Project through a contract directly with the County, whether or not that company is an LSBE, DBVE and SE.

7.9.2 Employers who are not certified as LSBE, DVBE or SE, and who are not otherwise signatory to a current MLA, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of five (5) Core Employees are employed, thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article.

7.9.3 Except for certified LSBE, DVBE and SE, and Local Residents or Targeted Workers, in the laying off of employees, the number of Core Employees shall not exceed one-half plus one of the workforce for an Employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available.

7.9.4 Section 7.9 only applies to Employers who are not directly signatory to a current MLA for the craft worker in its employ and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Employers 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 working under the Construction Contract at the project site.

7.9.5 Prior to each Employer performing any work on a Covered Project, each Employer shall provide a list of his Core Employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Employer from using any Core Employees for 30 calendar days after the list is provided. Upon request by any Party to this Agreement, the Employer hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

7.10 In the event that the referral facilities maintained by the Unions are unable to fill the requisition of an Employer for specific classifications of covered classifications requested by any Employer within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after having provided a fully completed Craft Employee Request Form to the Union, that Employer may use employment sources other than the union registration and referral services, and may employ any qualified applicants meeting such standards from any other available source. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.10.1 In the event that an Employer requests one or more Local Residents or Targeted Workers from the Union hiring hall, and the Union is unable to fill such request for a Local Resident or a Targeted Worker within a forty-eight (48) hour period after such requisition is made by the Employer (Saturday, Sundays and holidays excepted), the Employer shall have five (5)

business days to obtain the requested number of Local Residents or Targeted Workers, as requested in the Craft Employee Request Form, from any source. If the Employer is unable to hire the requested number of Local Residents or a Targeted Workers within such five (5) business days, Employer shall hire the remaining unfulfilled number of employees from the Union hiring hall. The Employer shall inform the Union of any applicants hired from such other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.10.2 Each Employer and Union must document all efforts made to comply with the hiring process to locate and hire Local Residents and Targeted Workers.

7.10.3 No Local Resident or Targeted Worker, having been pre-screened and/or pre-qualified by the Project Labor Coordinator, and employed by an Employer to work on a Covered Project, shall be required to participate in any Joint Labor/Management ("boot camp") or pre-apprentice program that will unnecessarily delay the Local Resident or Targeted Workers' state of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

7.10.4 The Project Labor Coordinator and Unions shall track retention of apprentices hired under the procedures described in Article 19 through completion of work on a Covered Project. The Project Labor Coordinator will work with the Unions and Employers to collect the tracking information and shall submit quarterly retention reports in accordance with the Local and Targeted Worker Hire Policy.

7.10.5 All Apprentices shall work under the direct supervision of a Skilled Journeyman from the trade in which the Apprentice is indentured. A Skilled Journeyman shall be defined as set forth in Section 7.8.2, above. The Employer shall provide adequate proof evidencing the worker's qualifications as a Skilled Journeyman.

7.11 Helmets to Hardhats:

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

7.11.2 The Unions and Employers agree to coordinate with the Center to reach out to veterans, including women, interested in entering into a construction career.

7.11.3 The Unions will assist in providing relevant records and Employers agree to maintain records of all efforts to assist Helmets to Hardhats employment candidates gain employment on the Covered Project(s). Such records shall include, but not be limited to, documentation of the number of Helmets to Hardhats employment candidates contacted and/or employed and/or indentured into an apprenticeship program or referred to a Union for assessment, including the number of such female candidates. Such records must be submitted to the Project Labor Coordinators at least quarterly for inclusion in the County's quarterly Local and Targeted Hire Policy report.

7.11.4 Any Helmets to Hardhats employment candidate for work on Covered Projects shall be given credit by the Union for any provable past experience and training.

ARTICLE 8 WAGES AND BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Employer at the hourly wage rates for those classifications in compliance with the Current Prevailing Wage Determination.

8.2 All employees covered by this Agreement may be paid by check, paid no later than the end of the work each shift Friday. No more than five (5) days' wages may be withheld in any pay period. Any employee who is discharged or laid off shall be entitled to receive all accrued wages immediately upon discharge or layoff.

8.3 Employers shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, that such contributions shall not exceed the contribution amount set forth in the Current Prevailing Wage Determination.

8.4 Pursuant to and as limited by the Subscription Agreement (or for Employers signatory to an MLA), the Employer 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 Employer authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Employer. Nevertheless, the Employers obligation to the trust fund(s) is limited to the work within the scope of the Construction Contract.

8.5 Each Employer is required to certify under penalty of perjury, to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. The Project Labor Coordinator shall work with any prime Employer who is delinquent in payments to assure that proper benefit contributions

are made, to the extent of requesting the County or the prime Employer to withhold payments otherwise due such Employer, until such contributions have been made or otherwise guaranteed.

ARTICLE 9 HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

9.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) 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 Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

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

9.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Employer'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.

9.4 Shifts and Alternate Work Schedules.

9.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Employer upon three (3) days' prior notice to the affected union(s), unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for eight (8) hours pay. The first shift starting between 6:00 a.m. and 8:00 a.m., is designated as the first shift, with the second shift following eight (8) hours later.

9.4.2 Additional pay or differentials based upon the shift or work schedule of the employees shall only be paid by the Employer if required by the applicable prevailing wage determination.

9.4.3 To the extent permitted by state and federal law, the Employer may, upon five (5) days' notice to appropriate union(s), establish a work week of four (4) consecutive ten (10) work hours days (exclusive of the one-half hour (1/2)

unpaid lunch approximately halfway through the shift). Such work week should consist of the same four (4) days each week, with the fifth day available as a make-up day if needed.

9.4.4 Because of operational necessities, the second shift may, at the County's direction, be scheduled without the preceding shift having been worked. It is recognized that the County's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the County's bid specification, the Employer shall give the affected Union(s) at least three (3) days' notice of such schedule changes.

9.5 Holidays. Recognized holidays on the Covered Projects shall be those set forth and governed by the prevailing wage determination(s) applicable to the Covered Projects.

9.6 Show-up Pay.

9.6.1 Unless the applicable prevailing wage determination requires a higher amount, employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at their regular straight time hourly rate; while employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Employer or his designated representative. Each employee shall furnish the Employer with his current address and telephone number and shall promptly report any changes to the Employer.

9.6.2 An employee called out to work outside of his shift shall receive a minimum of two (2) hours pay at the appropriate rate, except as otherwise required by the applicable prevailing wage law. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

9.6.3 When an employee leaves the job or work location of his own volition or is discharged for cause or is not working as a result of the Employer's invocation of Article 16, the employee shall only be paid for actual time worked.

9.7 Brassing. The Employer may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself in and out. The Employer will provide adequate facilities for checking in and out in an expeditious manner.

9.8 Meal Periods. The Employer will schedule a meal period of no more than one-half hour duration at the work location at approximately the mid-point of the scheduled shift; provided, however, that the Employer may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two (2) or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in

accordance with state law, unless the Employer is directly signatory to one or more Schedule As, in which case the provisions of such Schedule As will apply.

9.9 Make-up Days. To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the Employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 10 COMPLIANCE

10.1 The County shall designate a "Project Labor Coordinator," either from its own staff or an independent entity acting on behalf of the County, to monitor compliance with this Agreement. The Council shall actively assist the Project Labor Coordinator and the County in developing, implementing and administering the programs referenced in this Agreement, 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.

10.2 All Employers, Unions and employees shall comply with all applicable federal and state laws, ordinances, and regulations, including, not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety regulations and policies established by the County and the Employers. Employees must promptly report any injuries or accidents to a supervisor.

10.3 It shall be the responsibility of the Employers and the Unions to comply with the provisions of this Agreement.

10.4 The Project Labor Coordinator shall be responsible for oversight in monitoring the compliance of all Employers with all applicable prevailing wage laws and regulations to the extent required by law. All complaints regarding potential prevailing wage violations may be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within 30 calendar days of taking cognizance of the potential violation or complaint, the matter may be referred to the State Labor Commissioner by any party or form the basis for a grievance under Article 11 of this Agreement.

10.5 If the County opts to implement an online certified payroll system for a Covered Project, the Employers agree to use the County-required online certified payroll system for the submission of certified payroll records and any other documents required by the County or Project Labor Coordinator related to labor compliance and compliance with this Agreement.

ARTICLE 11 DISPUTE RESOLUTION PROCEDURE

11.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to the Covered Projects for the purpose of completing the construction of the Covered Projects economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

11.2 The Employers, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Covered Projects, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

11.3 Any question or dispute by or between an Employer, Employee and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article 4 (Work Stoppages and Lockouts), Article 5 (No Discrimination or Harassment) or Article 13 (Jurisdictional Disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: Should a Union, Employee or any Employer have a dispute with another party or parties, and if after conferring within five (5) working days after the disputing party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2.

Step 2: In the event that the representatives are unable to resolve the dispute at the Step 1 meeting, the grieving party shall, within five (5) working days after the Step 1 meeting, notify the responding party and the Project Labor Coordinator of a request to discuss the grievance. The Business Manager of the Union (or his/her designee) shall meet with the respective jobsite representative of the Employer and the Project Labor Coordinator within ten (10) working days (or such longer time as all of the parties may mutually agree) after receipt of the request to discuss the grievance. If the grievance is not resolved at the Step 2 meeting, the grievance may be submitted to final and binding arbitration as described in Step 3.

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the Project Labor Coordinator and other party within ten (10) working days (or such longer time as mutually agreed) of the date on which the parties met at Step 2. An arbitrator shall be selected by the Project Labor Coordinator in sequential order from the following list of permanent arbitrators: (1) Lou Zigman, (2) John Kagel, (3) Walter Daugherty, (4) Sara Adler, (5) Joseph Gentile, (6) Michael Rappaport, and (7) Fred Horowitz. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. 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. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

11.4 Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not

have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

11.5 The Project Labor Coordinator shall be notified of all actions at Step 2 or higher by the grieving party and shall, upon the Project Labor Coordinator's request, be permitted to participate in all grievance meetings.

11.6 The time limits specified in any step of this Dispute Resolution Procedure may be extended by written mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

11.7 In order to encourage the resolution of disputes at Steps 1 and 2 of this Dispute Resolution Procedure, the parties agree that any settlements made during such steps, shall not be precedent setting.

11.8 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration, including the Union(s) and Employer(s) involved, however in no circumstance will the Project Labor Coordinator or the County be assigned or assessed any such fees and expenses.

ARTICLE 12 JOINT ADMINISTRATIVE COMMITTEE

12.1 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 Council and three (3) representatives selected by the County, or its designated representative, to be chaired jointly by a representative of the County and the Council. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2 The JAC shall meet at the call of either of the joint chairs to discuss the implementation and administration of the Agreement, the progress of the Covered Projects, general labor management problems that may arise, and any other matters consistent with this Agreement. A unanimous decision of the JAC shall be final and binding upon all Parties. However, the JAC shall have no authority to make determinations upon or to decide grievances arising under this Agreement.

12.3 A quorum will consist of at least two (2) County and two (2) signatory Union representatives. For voting purposes, only an equal number of County and signatory Union representatives present may constitute a voting quorum.

ARTICLE 13 JURISDICTIONAL DISPUTES

13.1 The assignment of work will be solely the responsibility of the Employer performing

the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan.

13.2 All jurisdictional disputes on Covered Projects between or among the building and construction trades Unions and the Employers party 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 Employers and Unions party to this Agreement.

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

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

ARTICLE 14 APPRENTICES

14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the County, and the opportunities to provide continuing work during the construction of the Covered Projects. To these ends, the Parties will facilitate, encourage, and assist Local Residents and Targeted Workers to commence and progress in Joint Labor/Management Apprenticeship and/or training programs in the construction industry leading to participation in apprenticeship programs. In accordance with Article 19, the County, the Project Labor Coordinator, other County Departments, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal Joint Labor/Management Apprenticeship Programs maintained by the signatory Unions.

14.2 Use of Apprentices.

14.2.1 The Unions agree to cooperate with the Employer in furnishing Apprentices as requested up to the maximum percentage, as provided in Section 7.4.3. The County shall encourage such utilization, and, both as to Apprentices and the overall supply of skilled journeypersons, the Project Labor Coordinator and the Council will work to ensure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and Skilled Journeypersons.

14.2.2 All Apprentices shall work under the direct supervision of a Skilled Journeyman from the trade in which the Apprentice is indentured. A Skilled Journeyman shall be defined as set forth Section 7.8.2, above. Should a question arise as to a Skilled Journeyman's qualification under this subsection, the Employer shall provide adequate proof evidencing the worker's qualification as a Skilled Journeyman to the Project Labor Coordinator and the Council.

ARTICLE 15 MANAGEMENT RIGHTS

15.1 Contractor and County Rights. The contractors and the County have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by the other Articles of this Agreement or an MLA. In addition to the following and other rights of the contractors enumerated in this Agreement, the contractors expressly reserve their management rights and all the rights conferred upon them by law. The contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) To be the sole judge of the qualifications, number and classification of employees required to perform work subject to this Agreement and thus to reject any applicant for employment and to hire, promote, transfer and layoff their own employees at their discretion, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with County 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 Schedule A(s) requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

15.2 Specific County Rights. In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights include but are not limited to the right to:

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

(b) Require contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate any ongoing business at the Project site where operations may be continuing during periods of construction activity;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate any ongoing operations of the County at the Project site 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 its primary operational mission at the Project site and remain a good neighbor to those in the area of its facilities. (In order to permit the contractors and unions to make appropriate scheduling plans, the County will provide the Project Labor Coordinator, 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 employees not to report for work, show-up pay shall be due pursuant to the provision of Section 9.6);

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

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

15.3 Use of Materials. There should be no limitations or restriction by Union upon a contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Project Labor Coordinator shall advise all contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

ARTICLE 16 SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

16.3 The Parties acknowledge that the County and Employer have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the County's premises.

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

16.5 An Employer may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Employer requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their appropriate hourly rate of pay.

ARTICLE 17 SAVINGS CLAUSE

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

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

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions, no Employer or Union would be bound by the provisions of Article 4. The Unions and their members shall remain bound to Article 4 with respect to all Employers who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such Employer.

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

ARTICLE 18 PRE-JOB CONFERENCE

18.1 Each Employer will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the Covered Project

and project work rules and owner rules. The Council, the Project Labor Coordinator, and the County shall be advised not later than ten (10) calendar days in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the prime contractor and all Employers at a pre-job conference. Should there be work within the scope of a Construction Contract for a Covered Project that was not previously discussed at the pre-job conference, or additional work be added to the scope of that project, the Employers performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Employer of its position in writing, with a copy to Project Labor Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Employer's proposed assignments, but prior to the commencement of any work, the Employer shall make final assignments in writing with copies to the Project Labor Coordinator. A final work assignment not disputed within ten (10) calendar days by any Union in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry shall be deemed accepted by each affected union and each benefit trust affiliated with such union and may not thereafter be disputed.

ARTICLE 19 WORK AND ECONOMIC OPPORTUNITY

19.1 The Parties recognize the proposed Covered Projects' economic opportunity and impact on County residents, businesses and the communities surrounding the proposed Covered Projects. The Parties are committed to working in partnership to create a skilled local workforce that is reflective of the population of the communities surrounding the proposed Covered Projects and within the County. Towards that end, the Parties agree to establish and implement a framework for Work and Economic Opportunity to maximize career opportunities for Local Residents and Targeted Workers, including those who have not previously qualified to be employed on construction projects, and to provide meaningful outreach, training and business opportunities for LSBE, DVBE AND SE employers to successfully work under this Agreement.

19.2 As coordinated by the Project Labor Coordinator and Jobs Coordinators, the Parties will work together with the County departments (including, but not limited to, the Workforce Development, Aging Community Services (WDACS); the Chief Executive Office (CEO) and the Department of Public Works (DPW); SEs; non-profits; veteran assistance organizations; and other community groups, who work with Targeted Worker populations, to conduct outreach and recruit a sufficient number of Local Residents and Targeted Workers who are interested in beginning a construction career. Such Local Residents and Targeted Workers will be assessed by the Project Labor Coordinator or Jobs Coordinator to determine their career readiness level and coordinate potential entrance into a local MC3 pre-apprenticeship program or, if a veteran or otherwise qualified, potential direct entry into a Joint Labor Management Apprenticeship Program, or, if appropriate to their level of skill and training, join the Union as a Skilled Journeyman. The recruitment and outreach level of effort, including the quantity of Local Residents and Targeted Workers recruited, will fluctuate based on the Projects' hiring needs and schedule.

19.3 The Council and the Unions will work with the Project Labor Coordinator and Jobs Coordinators to identify and support local outreach events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry, to arrange for tours of their Joint Apprenticeship Committees and programs, and to provide contact information for all Union representatives signatory to this Agreement.

19.4 The Parties recognize the importance of providing direct assistance to Local Residents and Targeted Workers to help them overcome barriers to employment. Towards that end, if necessary, Local Residents and Targeted Workers will be referred by the Project Labor Coordinator or Jobs Coordinator to America's Job Centers of California (AJCC) or other community based organizations and SE firms or agencies that provide supportive services. The Project Labor Coordinator, in coordination with County, will monitor and report the outcomes of all referrals to employment support service providers. The Project Labor Coordinator, Jobs Coordinators, the Council, the County, and the involved employment support service providers will collaborate with the affected Employers and Unions to ensure that Union initiation, registration and enrollment fees, lack of PPE and tools are not a barrier to participation for Local Residents and Targeted Workers.

19.5 In order to create career pathways for Local Residents and Targeted Workers who may need additional training and preparation for a construction career, the Parties will partner with local pre-apprenticeship programs that are authorized by the Council to teach the Multi-Craft Core Curriculum (MC3). These existing pre-apprenticeship programs include, but are not limited to, Flintridge Center Apprenticeship Preparation Program, HireLAX Apprenticeship Readiness Program at Southwest College, Los Angeles Trade Technical College, Maxine Waters Employment Preparation Program, Women-In-Non-Traditional-Employment-Roles, YouthBuild, Antelope Valley College and Antelope Valley Youth Build. The Parties recognize the need to continue to develop pre-apprenticeship training programs to meet the significant demand for local skilled craft labor at each Covered Project location. Towards that end, the Parties will collaborate to determine and develop the optimal MC3 pre-apprenticeship training plan for each Project location.

19.6 After successful graduation from the MC3 pre-apprenticeship program, the Project Labor Coordinator and Jobs Coordinators will work together with the Employers and Unions to assist Local Residents and Targeted Workers with preferential entry into a Joint Labor/Management Apprenticeship Program and employment with an Employer performing work within the scope of a Construction Contract on a Covered Project. Both the Unions and Employers recognize the importance of increasing the supply of local skilled craft labor by assisting Local Residents and Targeted Workers start their construction careers on Covered Projects.

19.7 For Veterans, Local Residents and other Targeted Workers who have provable past experience and do not require additional training or assistance, the Unions agree to give them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union contractors, in order to bring them directly into the Joint Labor/Management Apprenticeship Programs at a higher level, or as a Skilled Journeyman, if qualified. The Unions shall put on their rolls qualified bona fide Local Residents and Targeted Workers for work on Covered Projects.

19.8 The Project Labor Coordinator, with the assistance of the Council, the Unions and Employers, will produce detailed monthly reports to the County in accordance with the Local and Targeted Worker Hire Policy, including measurement of compliance with this Agreement for each Employer and the overall project achievement for Local and Targeted Worker Hiring, to measure the economic impact of the programs and policies established herein. The reports may be

produced, in part, by utilizing an online certified payroll reporting system if the County ultimately implements such a system.

19.9 The Project Labor Coordinator, with the assistance of the Council and the Unions, will produce detailed quarterly reports to the County on the progress in implementing the programs specified in this Article, including an evaluation of the successes and obstacles in the implementations of these provisions.

19.10 The Council and the Unions will, in coordination with the Project Labor Coordinator and Jobs Coordinators, participate in orientations at least twice per year for LSBE, DVBE and SE contractors regarding the CWA and the employee benefit trust funds.

19.11 The Council and Unions will support local events and programs designed to recruit, develop, educate and inform certified LSBE, DVBE and SE contractors seeking access and readiness to contract for work on Covered Projects. In order to attract and promote participation of LSBE, DVBE and SE contractors, the Unions will work with the Project Labor Coordinator to identify signatory contractors who are certified or may be qualified to become certified as a LSBE, DVBE or SE for outreach related to contracting opportunities on Covered Projects.

19.12 Women in Trades Advisory Council

19.12.1 The County and Council will establish and co-chair the Los Angeles County Women in Trades Advisory Council to provide a forum to engage in dialogue and recommendation development that will define and implement strategies to increase female recruitment, training, placement and retention.

19.12.2 The Building Construction and Trades Council Executive Secretary and County will each designate a co-chair of the Women in Trades Advisory Council and coordinate the participation of each signatory union and affiliated apprenticeship program with the assistance of the Project Labor Coordinator.

19.12.3 In order to increase the participation and retention of female craft workers, each signatory union shall use a good faith effort to establish a Tradeswomen Mentoring Program for their female apprentices and journeyman that provide support, mentoring and fosters a neutral, unbiased and supportive environment where female craft workers may express their thoughts and career objectives.

19.12.4 Members of the Tradeswomen Mentoring Program are encouraged to engage with female pre-apprentices through the network of apprenticeship readiness programs and youth organizations to facilitate support and access to apprenticeship.

19.13 LSBE, DVBE and SE Programs

19.13.1 The Parties recognize that the proposed Covered Projects are subject to the County's LSBE, DVBE and SE Preference Programs.

19.13.2 In order to encourage participation of certified LSBE, DVBE and SE businesses, the Parties agree that individual subcontracts awarded to certified LSBE, DVBE and SE businesses on Covered Projects with a subcontract value of \$50,000 or less will be entirely exempt from this Agreement. The aggregate value of all subcontracts falling under this exemption will not exceed one percent (1%) of the value of each Covered Project. Any subcontracts excluded from this Agreement pursuant to this Article shall not be subject to the terms of this Agreement, and the Unions and Council shall have no obligations to provide workers for or reporting of workers for work performed under any such excluded subcontracts.

19.13.3 No Union shall undertake any strike, work stoppage, or other action against a certified LSBE, DVBE or SE business performing work excluded pursuant to this Article, and the Parties expressly agree that any such work shall not be subject to trust fund contributions by application of this Agreement. This Agreement shall not limit the rights of Unions to seek to organize and to utilize legal and administrative remedies not precluded by this Agreement, according to applicable federal or state laws, to secure such rights.

ARTICLE 20 STEWARDS

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

20.2 Authorized representatives of the Union(s) shall have access to the Project, provided that such representatives fully comply with posted visitor, security, and safety rules, and provided that they do not unnecessarily interfere with the employees or cause them to neglect their work.

ARTICLE 21 TERM

21.1 The Agreement shall continue in full force and effect until all of the work within the scope of the Construction Contracts for the Covered Projects have been completed and accepted by the County, provided that the Covered Projects have been awarded by the Board within ten (10) years of the effective date of this Agreement. If a Covered Project has not been awarded by the Board prior to the expiration of ten (10) years from the effective date of this Agreement, the Agreement shall not apply. Should any Covered Project not be awarded within ten (10) years of the effective date of this Agreement, the County shall meet with the Unions at least ninety (90) days before the expiration date of this Agreement, to discuss extending this Agreement.

21.2 Construction of any phase, portion, section, or segment of work within the scope of a Construction Contract shall be deemed complete when such phase, portion, section or segment

has been turned over to the County by the Employer and the County has accepted such phase, portion, section, or segment. As areas and systems of the Covered Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when and if the Employer is directed by the County to engage in repairs or modifications required by its contract(s) with the County.

21.3 Notice of each final acceptance received by the Employer on a Covered Project will be available to the Project Labor Coordinator and the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and Notice of Acceptance is given by the County or its representative to the Employer. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of an Employer at the direction of the County pursuant to Section 21.2 above, involving otherwise turned-over and completed facilities which have been accepted by the County, will be available from the Project Labor Coordinator.

ARTICLE 22 RESPONSIBILITY FOR COSTS

22.1 The County and the Unions shall each be responsible for their own legal costs including all attorneys' fees and associated disbursements that might accrue with regard to any legal challenge over the adoption by the County of this Agreement and related to claims directly challenging the legality of this Agreement, or a particular section of language that has been adopted herein.

ARTICLE 23 MISCELLANEOUS PROVISIONS

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

23.2 Any notice, demand, request, document, consent, approval, or communication required by or to be given to County shall be sent to the office or individual designated by the County.

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

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

23.5 Any modification to this Agreement must be in writing and executed by all Parties hereto.

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


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

COUNTY OF LOS ANGELES

By _____
Sachi A. Hamai
Chief Executive Officer
County of Los Angeles

Date: _____

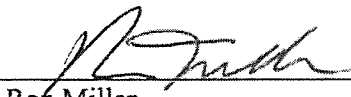
APPROVED AS TO FORM:



Michael Simon, Senior Deputy
County Counsel

Date: 9/3/2019

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: 

Ron Miller
Executive Secretary
Los Angeles/Orange County Building
And Construction Trade Council

Date: 8-21-19

Union Signatory Page

Asbestos Heat & Frost Insulators (Local 5)

Eduardo Pena

Boilermakers (Local 92)

Oscar Davila 7-24/19

Bricklayers & Allied Craftworkers (Local 4)

John P. Smith

Cement Masons (Local 500)

Jack Alvarado

Cement Masons (Local 600)

John P. Smith

Electricians (Local 11)

John P. Smith

EGP 7/24/19

Elevator Constructors (Local 18)

John P. Smith

Gunitite Workers (Local 345)

John P. Smith

Iron Workers (Reinforced - Local 416)

Robert H. Smith

Iron Workers (Structural - Local 433)

Robert H. Smith

Laborers (Local 300)

Robert H. Smith

Laborers (Local 1184)

Robert H. Smith

District Council of Laborers

Robert H. Smith

Laborers (Local 1309)

Robert H. Smith

Operating Engineers (Local 12)

Robert H. Smith

Operating Engineers (Local 12)

Robert H. Smith

Operating Engineers (Local 12)

Robert H. Smith

Painters & Allied Trades DC 36

Robert H. Smith

Pipe Trades (Local 250)

Robert H. Smith

Pipe Trades (Local 345)

Robert H. Smith

Pipe Trades (Plumbers Local 78)

Robert H. Smith

Pipe Trades (Plumbers/Fitters Local 761)

Robert H. Smith

Pipe Trades (Sprinkler Fitters Local 709)

Robert H. Smith

Pipe Trades (Road Sprinkler Local 669)

Robert H. Smith

Plasterers (Local 200)

Robert H. Smith

Plaster Tenders (Local 1414)

Robert H. Smith

Roofers & Waterproofers (Local 36)

Robert H. Smith

Sheet Metal Workers (Local 105)

Robert H. Smith

Southwest Regional Council of Carpenters

Robert H. Smith

Teamsters (Local 986)

Robert H. Smith

ATTACHMENT A:
LETTER OF ASSENT
COMPANY LETTERHEAD

COUNTY OFFICIAL / OFFICE

PROJECT NAME: _____

Dear _____:

This is to certify that the undersigned Contractor/Subcontractor/Employer ("Employer") has read and understood the Community Workforce Agreement (CWA) entered into between the County of Los Angeles ("County") and the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") and the craft unions and District Councils signing this Agreement dated _____. The undersigned Employer hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed CWA.

The undersigned Employer acknowledges that compliance with the provisions of Article 7 relating to Local Residents, Targeted Workers, Workforce Referral and Development and Apprenticeship Participation are of particular importance.

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

This Letter of Assent shall become effective and binding upon the undersigned Employer as of below date of execution and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By: _____
(Name and Title of Authorized Executive)

Date: _____

(Contractor's State License No.)

(Project Name)

ATTACHMENT B: APPLICABLE UNION MASTER LABOR AGREEMENTS

1. Southern California Chapter, Western Insulation Contractors Association and Local No. 5, International Association of Heat and Frost Insulators and Allied Workers Master Labor Agreement, Effective June 30, 2014 – July 2, 2017.
2. Western States Articles of Agreement Between the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers AFL-CIO and the Signatory Contractors, Effective October 1, 2014 Terminating September 30, 2017.
3. The Executive Council of the Mason Contractors Exchange of Southern California, Inc. and Bricklayers and Allied Craftworkers Local #4, California, Effective May 1, 2016 to April 30, 2021.
4. Master Labor Agreement between Southern California General Contractors and Eleven Southern California Counties Cement Masons, Effective July 1, 2014 thru June 30, 2017.
5. Southern California Master Labor Agreement between Southern California General Contractors and The Southern California District Council of Laborers, Effective July 1, 2015 to June 30, 2018.

Tunnel Master Agreement between Associated General Contractors of California, Inc. and Southern California District Council of Laborers Affiliated with the Laborers' International Union of North America, AFL-CIO, Effective July 1, 2015 to June 30, 2018.

6. Inside Wireman's Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association, Effective July 1, 2014 to June 30, 2019.

Southern California 9th District Sound & Communications Agreement Addendum No. 1 to the 9th District Sound & Communications Agreement by and Between International Brotherhood of Electrical Workers and National Electrical Contractors Association December 1, 2014 to November 30, 2019.

Intelligent Transportation Systems Agreement between Local Union 11 International Brotherhood of Electrical Workers and Los Angeles County Chapter National Electrical Workers and Los Angeles County Chapter National Electrical Contractors Association 2014-2019.

7. National Elevator Bargaining Association Agreement with International Union of Elevator Constructors, Effective July 9, 2012 to July 8, 2017.
8. Gunitc/Shotcrete Commercial Agreement by between Gunitc and/or Shotcrete Contractors and The Southern California District Council of Laborers and its Affiliate Gunitc Local #345, Effective July 1, 2015 to June 30, 2019.
9. District Council of Iron Workers of the State of California and vicinity and its Locals 416 and 433 and the Western Steel Council et al., Effective June 10, 2014 to June 30, 2017.
10. Master Labor Agreement between Southern California Contractors Association, Inc. and International Union of Operating Engineers Local Union No. 12, Effective July 1, 2016 to June 30, 2019.

11. Master Labor Agreement between Painters and Allied Trades District Council No. 36 and the Los Angeles Paint & Finishing Contractors Association et al., Effective July 1, 2016 thru June 30, 2019.

Southern California Drywall Finishers Joint Agreement between Painters and Allied Trades District Council No. 36 and the Western Wall & Ceiling Contractors Association, Effective October 1, 2016 thru September 30, 2020.

Master Labor Agreement between Painters and Allied Trades District Council No. 36 on behalf of Glaziers, Architectural Metal and Glass Workers Local Union No. 636 and Individual Contractors, Effective January 1, 2014 thru May 31, 2017.

Master Labor Agreement between Floor Covering Association of Southern California, Inc. and Painters and Allied Trades District Council No. 36 of the International Union of Painters and Allied Trades AFL-CIO-CLC on behalf of Resilient Floor and Decorative Covering Local Union No. 1247, Effective May 1, 2016 and April 30, 2019.
12. Master Agreement for the Plumbing and Piping Industry of Southern California between California Plumbing and Mechanical Contractors Association and Southern California Pipe Trades District Council No. 16 of the United Association, Effective July 1, 2014 thru June 30, 2018.
13. Agreement between National Fire Sprinkler Association, Inc. and Sprinkler Fitters Local Union No. 709, Los Angeles, California, of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, Effective September 1, 2014 thru August 31, 2017.
14. Labor Agreement between Western Walls & Ceiling Contractors Association, Inc. California Plastering Conference and Operative Plasterers' and Cement Masons' International Association, AFL-CIO Local Union 200, Effective August 6, 2014 through July 31, 2018.
15. Plaster Tenders' Master Agreement between Western Wall and Ceiling Contractors Association, Inc. and Southern California District Council of Laborers and its affiliated Plaster Tenders of Southern California Local Union 1414, Effective August 6, 2017 thru August 7, 2018.
16. Master Labor Agreement by and between Local #36 and 220 of the United Union of Roofers, Waterproofers and Allied Workers and the Individual Roofing Contractors and Others, Effective August 1, 2015 to July 31, 2020, Inclusive.
17. Collective Bargaining Agreement between International Association of Sheet Metal, Air, Rail and Transportation Workers Local Union No. 105 & SMACNA Los Angeles & Orange Empire SMACNA, Effective July 1, 2015 to June 30, 2020.
18. Southern California Master Labor Agreement between Southern California General Contractors and Teamsters Joint Council #42 and Teamsters Local Union #87, Effective July 1, 2016 and June 30, 2019.
19. Southern California Master Labor Agreement Between United General Contractors, Inc. and the Southern Regional Council of Carpenters and Local Unions in the Twelve Southern California Counties and Nevada affiliated with the United Brotherhood of Carpenters and Joiners of America, Effective July 1, 2016 until June 30, 2020.

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: Harbor UCLA

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

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

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: **Harbor UCLA**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received: _____

Dispatch Received by: _____

**Date Worker(s)
Dispatched:** _____

Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90061	90220	90221	90247	90501	90731	90744	90806	90810	90813
-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Tier 2:

90001	90002	90003	90004	90005	90006	90007	90008	90010	90011
90012	90013	90014	90015	90016	90017	90018	90019	90020	90021
90022	90023	90026	90028	90029	90031	90032	90033	90034	90035
90036	90037	90038	90040	90042	90043	90044	90047	90057	90058
90059	90062	90063	90065	90071	90201	90222	90242	90255	90262
90270	90280	90301	90302	90303	90304	90601	90602	90630	90640
90660	90706	90715	90716	90723	90802	90804	90805	91001	91103
91204	91205	91303	91306	91321	91324	91331	91340	91342	91343
91352	91401	91402	91405	91406	91411	91502	91601	91605	91606
91702	91706	91731	91732	91733	91755	91766	91767	91768	91770
91776	93534	93535	93550	93591					

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted employment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

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

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: Mental Health Treatment Center

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

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

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects
Craft Request Form

Project: **Mental Health Treatment Center**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:							
Dispatch Received by:							
Date Worker(s) Dispatched:							
Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	90004	90005	90006	90007	90010	90011	90012	90013	90014
90015	90017	90018	90019	90020	90021	90022	90023	90026	90029
90031	90032	90033	90037	90038	90040				

Tier 2:

90002	90003	90008	90016	90028	90034	90035	90036	90042	90043
90044	90047	90057	90058	90059	90061	90062	90063	90065	90071
90201	90220	90221	90222	90242	90247	90255	90262	90270	90280
90301	90302	90303	90304	90501	90601	90602	90630	90640	90660
90706	90715	90716	90723	90731	90744	90802	90804	90805	90806
90810	90813	91001	91103	91204	91205	91303	91306	91321	91324
91331	91340	91342	91343	91352	91401	91402	91405	91406	91411
91502	91601	91605	91606	91702	91706	91731	91732	91733	91755
91766	91767	91768	91770	91776	93534	93535	93550	93591	

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted employment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

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

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: Martin Luther King Jr. Medical Campus

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

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

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects
Craft Request Form

Project: **Martin Luther King Jr. Medical Campus**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:	
Dispatch Received by:	

Date Worker(s) Dispatched:							
Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	90002	90003	90011	90037	90047	90058	90059	90061	90201
90220	90221	90222	90242	90247	90255	90262	90270	90280	90303
90723	90805								

Tier 2:

90004	90005	90006	90007	90008	90010	90012	90013	90014	90015
90016	90017	90018	90019	90020	90021	90022	90023	90026	90028
90029	90031	90032	90033	90034	90035	90036	90038	90040	90042
90043	90057	90062	90063	90065	90071	90301	90302	90304	90501
90601	90602	90630	90640	90660	90706	90715	90716	90731	90744
90802	90804	90806	90810	90813	91001	91103	91204	91205	91303
91306	91321	91324	91331	91340	91342	91343	91352	91401	91402
91405	91406	91411	91502	91601	91605	91606	91702	91706	91731
91732	91733	91755	91766	91767	91768	91770	91776	93534	93535
93550	93591								

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted employment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

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

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: Rancho Los Amigos South Campus

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

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

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: **Rancho Los Amigos South Campus**

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received: _____

Dispatch Received by: _____

Date Worker(s)
Dispatched: _____

Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

90001	90002	90023	90040	90058	90059	90201	90220	90221	90222
90242	90255	90262	90270	90280	90640	90660	90706	90723	90805

Tier 2:

90003	90004	90005	90006	90007	90008	90010	90011	9012	90013
90014	90015	90016	90017	90018	90019	90020	90021	90022	90026
90028	90029	90031	90032	90033	90034	90035	90036	90037	90038
90042	90043	90044	90047	90057	90061	90062	90063	90065	90071
90247	90301	90302	90303	90304	90501	90601	90602	90630	90715
90716	90731	90744	90802	90804	90806	90810	90813	91001	91103
91204	91205	91303	91306	91321	91324	91331	91340	91342	91343
91352	91401	91402	91405	91406	91411	91502	91601	91605	91606
91702	91706	91731	91732	91733					

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted employment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215[a])
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

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

ATTACHMENT C
Los Angeles County Major Capital Projects
Craft Request Form

Project: Mira Loma Women's Detention Center

The County of Los Angeles' Community Workforce Agreement establishes for projects with a total budget greater than \$2.5 million, with the exception of affordable housing projects, there shall be a *mandatory* hiring goal of at least 30% California Construction Labor Hours performed by either Tier 1 or Tier 2 Qualified Local Residents and at least 10% of California Construction Labor Hours on the project performed by those classified as a Targeted Worker. California Construction Labor Hours is defined as all craft worker hours performed on the project by California residents, excluding the hours performed off site metal fabricators, designers, project office staff, or vendors. Hours worked by a Targeted Worker who is also a Tier 1 or Tier 2 Qualified Local Resident may be applied towards the 30% goal.

C O N T R A C T O R U S E O N L Y

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

TO:	Local Union #	
	Email	
	Fax	

CC:	Project Labor Coordinator	
	Email	
	Fax	

FROM:	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

UNION CRAFT WORKER REQUEST:

Craft Classification	Journeyman or Apprentice	Tier 1 & Tier 2	Targeted Workers	No. of Workers Requested
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	*	**	
Total Number of Workers Requested:				

In accordance with the PLA, Article 7, Referral, we are requesting the union:

- * Please provide workers from Tier 1. If the supply of available Tier 1 workers has been exhausted, please provide workers from Tier 2, if available.
- ** Please provide targeted workers, if available.

WORKER REPORTING INSTRUCTIONS:

Reporting Date:	
Reporting Time:	
Project Name:	
Project Location:	
Reporting To:	
On Site Phone:	
Special Instructions:	

ATTACHMENT C

Los Angeles County Major Capital Projects
Craft Request Form

Project: Mira Loma Women's Detention Center

U N I O N U S E O N L Y

Please complete the "Union Use Only" section and fax or email both pages to the requesting Contractor and Project Labor Coordinator.

Date Dispatch Received:

Dispatch Received by:

Date Worker(s)
Dispatched:

Name:	Helmets to Hardhats	JM or App	Tier 1 Worker? *	Tier 2 Worker? *	Zip Code	Targeted Worker?	Targeted Category**
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> JM <input type="checkbox"/> APP	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	

* PLEASE NOTE: By marking the "No" box for either the "Tier 1 Available" or "Tier 2 Available" categories you are certifying, on behalf of the Union, that the Union has exhausted all reasonable efforts to locate and dispatch such Tier 1 or Tier 2 worker.

** Please indicate number of the Targeted Worker category (1 through 14, as shown below). You may indicate multiple categories per worker.

Tier 1:

93534

Tier 2:

90019	90020	90021	90022	90023	90026	90028	90029	90031	90032
90033	90034	90035	90036	90037	90038	90040	90042	90043	90044
90047	90057	90058	90059	90061	90062	90063	90065	90071	90201
90220	90221	90242	90247	90255	90262	90270	90280	90301	90302
90303	90304	90501	90601	90602	90630	90640	90660	90706	90715
90716	90723	90731	90744	90802	90804	90805	90806	90810	90813
91001	91103	91204	91205	91303	91306	91321	91324	91331	91340
91342	91343	91352	91401	91402	91405	91406	91411	91502	91601
91605	91606	91702	91706	91731	91732	91733	91755	91766	91767
91768	91770	91776	93535	93550	93591				

A **Targeted Worker** is an individual who is both a County resident and who faces **one or more** of the following barriers to employment:

1. Has a documented annual income at or below 100% of the Federal Poverty Level
2. Has no high school diploma or GED
3. Has a history of involvement with the criminal justice system
4. Is experiencing protracted employment (receiving unemployment benefits for at least 6 months)
5. Is a current recipient of government cash or food assistance benefits
6. Is homeless or has been homeless within the last year
7. Is a custodial single parent
8. Is a former foster youth
9. Is a veteran or is the eligible spouse of a veteran of the United States armed forces under Section 2(a) of the Jobs for Veterans Act (38 U.S.C.4215(a))
10. Is an eligible migrant and seasonal farm worker
11. Is currently an English language learner *
12. Is an older individual (55+)
13. Is disabled
14. Is an individual with a low level of literacy

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

**MOU BETWEEN THE CITY OF INGLEWOOD AND THE EXECUTIVE OFFICE OF THE BOARD OF
SUPERVISORS FOR CIVIL SERVICE COMMISSION HEARING SERVICES FACT SHEET
OPERATIONS CLUSTER**

OPS CLUSTER AGENDA REVIEW DATE	10/24/2019	
BOARD MEETING	11/12/2019	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Board of Supervisors, Executive Office	
SUBJECT	Approve and authorize the Executive Officer to execute a MOU with the City of Inglewood (City) for Civil Service Commission (CSC) Hearing Services and request delegated authority to execute substantially similar MOUs with other contract cities or other public entities, if applicable.	
PROGRAM	CSC Hearing Services	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why: N/A	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: County will bill the City for services provided.	Funding source: Executive Office's Adopted Budget
	TERMS (if applicable): The term is for three (3) years and shall be effective upon the date of its execution.	
	Explanation: Agreement does not require additional Net County Costs. The City will reimburse the County for services provided under the MOU.	
PURPOSE OF REQUEST	The purpose is to allow the County, through its CSC of the Executive Office, to provide the City CSC Hearing Services including Hearing Officers, Commission staff support, Stenotype Reporters, and transcripts.	
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> In June 2019, the City requested information concerning the costs and requirements of using the County's CSC Hearing Services. The City's Civil Service Board has not been utilized in several years; therefore, the City is requesting to contract this function out. Per the City's request, an MOU was drafted citing all the applicable terms and conditions, scope, the City's and the County's responsibilities and appointees, and costs of services. Currently, the CSC does not have any MOUs with contract cities or public entities for CSC Hearing Services; however, CSC has provided services to the following cities in the past: <div style="text-align: center;">Bell, Beverly Hills, Claremont, Compton, Downey, El Segundo, La Canada Flintridge, Lakewood, Lancaster, La Verne, Lynwood, Manhattan Beach, Maywood, Palos Verdes Estates, Pomona, Redondo Beach, Rolling Hills Estates, San Fernando, South Gate, Vernon, and West Covina</div> The County shall bill all services to the City of Inglewood in the form of an invoice(s), on a monthly basis. In the past, services to contract cities were provided by using an existing General Services Agreement. 	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Hanna Cheru, Administrative Deputy, Board of Supervisors Executive Office (213) 893-2564, hcheru@bos.lacounty.gov. 	

EXECUTIVE OFFICE



BOARD OF SUPERVISORS

CELIA ZAVALA
EXECUTIVE OFFICER

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

MEMBERS OF THE BOARD

HILDA L. SOLIS

MARK RIDLEY-THOMAS

SHEILA KUEHL

JANICE HAHN

KATHRYN BARGER

November 12, 2019

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE
COUNTY OF LOS ANGELES AND THE CITY OF INGLEWOOD FOR CIVIL SERVICE
COMMISSION HEARING SERVICES
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

This letter recommends approval of a Memorandum of Understanding (MOU) between the County of Los Angeles (County) and the City of Inglewood (City) for Civil Service Commission (CSC) Hearing Services. The County will provide services including Hearing Officer services, Commission staff support, Stenotype Reporters (certified and non-certified), and transcripts.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Executive Officer of the Board of Supervisors (Executive Officer) or her designee to execute an MOU with the City, in a format substantially similar to the attached MOU for CSC Hearing Services, effective upon execution for a term of three (3) years.
2. Delegate authority to the Executive Officer, or her designee, to prepare and execute amendments to the MOU, when such amendments are necessitated for additional services or extension of the contract term.

3. Delegate authority to the Executive Officer, or her designee, to update terms and conditions, and terminate the MOU for convenience, if necessary.
4. Delegate authority to the Executive Officer, or her designee, to prepare and execute MOUs with contract cities or other public entities having General Services Agreements with the County, in a format substantially similar to the attached MOU for CSC Hearing Services, as is necessary and appropriate.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The CSC was established by the Los Angeles County Charter to serve as the appellate body of the County's Civil Service System. Each member of the CSC is appointed by the Board of Supervisors (BOS). The CSC hears appeals in accordance with the Los Angeles County Charter, Article IX (Charter) and Los Angeles County Civil Service Rules, Appendix 1 to Title 5, Los Angeles County Code (Civil Service Rules). The CSC is supported by its staff and the Executive Office of the Board of Supervisors (Executive Office).

The proposed MOU will allow for the County, through its CSC of the Executive Office, to provide CSC Hearing Services to the City including Hearing Officers, Commission staff support, Stenotype Reporters (certified and non-certified), and transcripts.

FISCAL IMPACT/FINANCING

Funding for CSC Hearing Services is available in the Executive Office's Adopted Budget. The City will reimburse the County for services provided under this MOU. The County shall provide the City with recommended service levels each year. The proposed level of service is based on service levels provided during the prior Fiscal Year (FY). Actual charges will be based on hours worked providing hearing services, Commission staff support, Stenotype services, and transcripts, at the billing rates established in the attached MOU.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The MOU has been reviewed by County Counsel and is attached in substantially final form. It will be effective following Board approval and execution by all parties and will remain in full force and effect for three (3) years or until terminated by either party upon thirty (30) days written notice. The City has reviewed the MOU and has approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors

November 12, 2019

Page 3

The services to be provided under the proposed MOU will help to provide City employees with a mechanism for appealing administrative decisions to determine whether certified issues have been proven. The CSC shall make their decision based on the admissibility of evidence, the credibility of witnesses, weighing facts presented, and application of legal principles, while complying with Civil Service Rules and Procedures and the time frames set forth therein.

Respectfully submitted,

Celia Zavala

Executive Officer, Board of Supervisors

Attachments

c: Chief Executive Officer
County Counsel

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF INGLEWOOD
AND
THE COUNTY OF LOS ANGELES
FOR CIVIL SERVICE COMMISSION HEARING SERVICES**

I. PURPOSE AND SCOPE

1. This Memorandum of Understanding (MOU) is entered into by and between the City of Inglewood (City) and the County of Los Angeles (County). The City and the County are hereinafter sometimes referred to collectively as the "Parties" and individually as "Party".
2. The City of Inglewood is desirous of contracting with the County for the performance of certain services by the Los Angeles County Civil Service Commission (CSC) and its appropriate officers. The County is agreeable to performing such services on the terms and conditions hereinafter set forth.
3. The CSC was established by the Los Angeles County Charter to serve as the appellate body of the County's civil service system. Each member of the CSC is appointed by the Board of Supervisors (BOS). The CSC hears appeals in accordance with the Los Angeles County Charter, Article IX (Charter) and Los Angeles County Civil Service Rules, Appendix 1 to Title 5, Los Angeles County Code (Civil Service Rules). The CSC is supported by its staff and the Executive Office of the BOS (Executive Office).
4. The purpose of this MOU is to delineate the process for the CSC's review and administration of these hearings and by which payment is made. The services, the costs for these services, and the methodology for calculating these costs are contained in this MOU.

II. CONFIDENTIALITY

1. Federal and state laws provide that an employee's personnel, accident/medical and payroll files are confidential. Each Party is mandated to ensure that only authorized individuals are allowed access to these files. Because personnel and personnel-related records are confidential, adequate security must be maintained to ensure that they are accessible only by those authorized individuals who have a legitimate need to review the materials.
2. For the purpose of this MOU, information means all files, applications, papers, documents and records including those maintained in an electronic format on microfilm or microfiche.

III. TERM OF AGREEMENT

1. Once signed, the term of this MOU is for three (3) years and shall be effective upon the date of its execution by the Executive Officer of the Board of Supervisors, or her designee, as authorized by the Board of Supervisors, unless otherwise terminated pursuant to this MOU.
2. It is mutually agreed that this MOU may be modified or amended by the written mutual consent of the Parties hereto.

IV. DEPARTMENTAL APPOINTEES

Each Party will appoint a person to serve as the official contact and coordinate the activities of each department in carrying out this MOU. The initial appointees of each organization are:

Hanna Cheru, Administrative Deputy
County of Los Angeles
Executive Office of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012
(213) 893-2564

and

Jose Cortes
Human Resources
City of Inglewood
1 Manchester Boulevard
Inglewood, CA 90301
(310) 412-5460

V. CITY OF INGLEWOOD RESPONSIBILITIES

The City shall have the following responsibilities:

1. Ensure that due process procedures, consistent with Skelly v. State Personnel Board (1975) 15 Cal.3d 194 (Skelly), for discharges, reductions or demotions, and suspensions greater than five (5) days of classified permanent employees are followed.
2. Provide the employee with a notice of the proposed action (e.g., Letter of Intent to Impose Discipline) which includes a statement concerning the proposed action, the specific grounds for the proposed action and the particular reasons and facts upon which the action is based.

3. Prior to implementing the proposed action, the City shall allow the employee the opportunity to respond either orally or in writing to the proposed action and the opportunity to respond to the proposed action within a timely and reasonable timeframe, not to exceed ten (10) business days.
4. Have a process in place where upon conclusion of the Skelly process, the Skelly officer shall be authorized to recommend to the City official authorized to make the final decision on the proposed action whether the proposed action should be imposed, modified or rescinded, and whether or not the level of discipline is appropriate.
5. Notify the employee and/or his or her representative of the final decision on the proposed action in writing.
6. Allow the employee fifteen (15) business days from the date of the written final notice of proposed action in which to petition in writing and request a hearing before the CSC to appeal the disciplinary decision, as provided in the Civil Service Rules.
7. Allow the employee to appeal such personnel actions to the CSC as are within the jurisdiction of the CSC.
8. Assign an Advocate to represent the City before the CSC and during the entire hearing process upon City's receipt of the notice of employee's request to appeal the action.
9. The City shall submit to the Advocate a copy of the written notice of the proposed action (e.g., Letter of Intent to Impose Discipline) along with all supporting documentation and evidence which was used to make the final decision.
10. The Advocate shall submit all required documentation to the CSC and represent the City before the CSC and during the entire hearing process, which includes drafting and submitting all opening statements as well as all closing arguments.

VI. CSC RESPONSIBILITIES

The CSC shall have the following responsibility:

Serve as an appellate body in accordance with the provisions of Sections 35(4) and 35(6) of the Los Angeles County Charter Article IX and as provided in the Civil Service Rules.

VII. MUTUAL RESPONSIBILITIES

Both the City and the County shall have the following responsibilities:

Cooperate with one another in order to achieve the objective of this MOU.

VIII. AUDITS

Each Party accepts responsibility for receiving, replying to and/or complying with any audit by appropriate State and federal audit agencies that directly relate to the services to be performed under this MOU.

IX. FINANCIAL PROVISIONS

1. Unless otherwise provided under this MOU, all billing under this Agreement shall be directed to the City of Inglewood and payments shall be made to the Executive Office, Fiscal Services Division as indicated below:

Angel Ortega,
Assistant Chief, Fiscal Services
County of Los Angeles
Board of Supervisors
Fiscal Services Division
500 W. Temple Street, Room 383
Los Angeles, CA 90012
(213) 974-2085

Jose Cortes
Human Resources
City of Inglewood
1 Manchester Boulevard
Inglewood, CA 90301
(310) 412-5460

2. The Executive Office, Fiscal Services Division shall provide the City with recommended service levels each year. The proposed level of service is based on service levels provided during the prior Fiscal Year (FY).
3. The City shall review the recommended service levels and accept, reject, or modify proposed service as appropriate. Based on the agreed upon service level amount, the Executive Office, Fiscal Services Division shall provide the City with an invoice for the cost of the agreed upon service levels.
4. Billing for services provided under this MOU cannot exceed the amount stated in the invoice, unless and until the invoice is modified to increase the invoice amount.
5. Executive Office, Fiscal Services Division shall send the City an invoice specifying the services provided during the prior month for which payment is requested.

6. The City shall review the invoice to:
 - i. Determine if services were provided in a satisfactory manner;
 - ii. Confirm the amount of time or frequency with which services were provided; and
 - iii. Confirm that the rate of the service billed and the cost of the service is consistent with the billing methodology. Payment will be authorized or withheld, based on this review.
7. The methodology by which the Executive Office, Fiscal Services Division charges the City for services is as follows:

SERVICE	METHODOLOGY
HEARING OFFICERS:	<p>Compensation to the assigned Hearing Officer for Hearing Officer Services rendered for CSC shall be \$150 per hour with a maximum daily compensation of \$1,200 per day. A full day of hearing shall be from the hours of 9:00 a.m. to 5:00 p.m., with one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. The lunch period shall be one (1) hour.</p> <p>The assigned Hearing Officer may request a \$1,200 cancellation fee, should either party need to reschedule or cancel a hearing, due to "extraordinary circumstances". Extraordinary circumstances do not include any cancellation or continuance of any scheduled hearing that results from, or is due to, the negligence or misconduct of the assigned Hearing Officer.</p>
COMMISSION STAFF SUPPORT:	<p>Costs of services are based on a flat fee per appeal as set by the County of Los Angeles Auditor-Controller's Office in compliance with OMB Circular A-87. The City's rates are reflected in Attachment A.</p> <p>Additional hearing officer compensation at the report writing rate is compensable on a case-by-case basis as authorized by the Executive Director of the CSC.</p>
STENOGRAPH REPORTERS (CERTIFIED AND NON-CERTIFIED):	<p>Costs of services are based on a set rate calculated in half day increments. If services are provided for three (3) hours or less, the City will be charged at the half day rate. If</p>

	<p>services exceed three (3) hours, the City of Inglewood will be charged for a full day.</p> <p>If the services are performed after 5:00 p.m., then the City will be charged an hourly rate. The City's rates are reflected in Attachment A.</p>
TRANSCRIPTS:	<p>Costs of services varies based on the number of pages to be transcribed, the requested number of copies and the requested number delivery days as reflected in Attachment A.</p>

8. The City shall be responsible to the County only for reimbursable costs as defined under applicable State and federal laws and regulations.
9. All payments made by the City to the County are subject to State and federal audit.

X. ADMINISTRATIVE SAFEGUARDS

Each Party must take reasonable measures to ensure that staff with access to information from an employee's personnel or payroll file, protect the information from unauthorized disclosure, except as provided by law.

Each Party must have in place policies and procedures designed to protect confidential information related to employment discrimination investigations, mediations, hearings and information obtained from an employee's personnel file, except as provided by law.

XI. TERMINATION

This MOU may be terminated by either Party for any reason upon providing thirty (30) days written notice to the following:

Hanna Cheru, Administrative Deputy
County of Los Angeles
Executive Office of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 W. Temple Street
Los Angeles, CA 90012

And:

City Clerk
City of Inglewood
1 Manchester Boulevard
Inglewood, CA 90301

With a copy to:

City Attorney
City of Inglewood
1 Manchester Boulevard
Inglewood, CA 90301

XII. AUTHORIZATION

IN WITNESS THEREOF, the undersigned, as authorized representatives of the City of Inglewood and the County of Los Angeles Board of Supervisors - Executive Office - Civil Service Commission, do hereby approve and enter into this Memorandum of Understanding for the services described in this document.

Date

Date

JAMES T. BUTTS, JR.
Mayor
City of Inglewood

CELIA ZAVALA
Executive Officer
Board of Supervisors
County of Los Angeles

ATTEST:

YVONNE HORTON
City Clerk
City of Inglewood

APPROVED AS TO FORM:

KENNETH R. CAMPOS
City Attorney
City of Inglewood

ATTACHMENT A

PRICING SCHEDULE

SERVICE	UNIT	PRICE
Commission's Review	Per Appeal	\$109
Commission's Staff Support	Per Appeal	\$3,926
Hearing Officer	Full Day	\$1,200
Hearing Officer	Hourly	\$150
Hearing Officer Report Writing	Hourly	\$112.50
Stenotype Reporter Certified	Full Day	\$460
Stenotype Reporter Certified	Half Day	\$287.50
Stenotype Reporter Non-Certified	Full Day	\$230
Stenotype Reporter Non-Certified	Half Day	\$172.50
Stenotype Reporter After 5:00 p.m.	Hourly	\$57.50
Transcript - (Includes: Original & one (1) copy and ten (10) business days delivery)	Per Page	\$5.00
Transcript - Extra Copy	Per Page	\$1.50
Transcript - Expedited 1 Day	Per Page	\$10.00
Transcript - Expedited 2 Days	Per Page	\$9.90
Transcript - Expedited 3 Days	Per Page	\$9.00
Transcript -Expedited 4 Days	Per Page	\$8.50
Transcript - Expedited 5 Days	Per Page	\$8.00
Transcript - Expedited 6 Days	Per Page	\$7.50
Transcript - Expedited 7 Days	Per Page	\$7.00
Transcript - Expedited 8 Days	Per Page	\$6.50
Transcript - Expedited 9 Days	Per Page	\$6.00