

**BERTHS 142-147 INTERMODAL
CONTAINER TRANSFER FACILITY
(ICTF)
SPECIFICATION NO. 2752**

**ATTACHMENT 3 –
PROJECT LABOR AGREEMENT**

Harbor Department
Agreement 11-2955
City of Los Angeles

CITY OF LOS ANGELES
Harbor Department



**THE PORT
OF LOS ANGELES**



Project Labor Agreement (PLA)

WITH

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

PROJECT LABOR AGREEMENT
CITY OF LOS ANGELES HARBOR DEPARTMENT

TABLE OF CONTENTS

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

Attachment "A" - Letter of Assent

Attachment "B" - MOU on Drug Abuse Prevention and Detection

Attachment "C" - Craft Request Form

Attachment "D" - Trade Union Contact Numbers

Attachment "E" - Five-Year Capital Improvement Program List (CIP)

including capital improvement projects throughout the Port; and

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

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

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

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

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

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

underemployment; and

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

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.30 "Union(s)" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions or any other craft labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have

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

2.4 Exclusions:

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

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

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

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

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

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

ARTICLE III

EFFECT OF AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

NO DISCRIMINATION

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

ARTICLE VI

UNION SECURITY

6.1 The C/S/Es recognize the Unions as comprising the respective sole bargaining representatives for all craft employees working within the scope of this Agreement.

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

ARTICLE VII

REFERRAL

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

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

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

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

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

Tier 1 Zip Codes

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

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

Tier 2 Zip Codes

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

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

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

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

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

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

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

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

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

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

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

7.11 Apprentices

(a) The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the Harbor Department's and the City's local work force, and the opportunities to provide continuing

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

ARTICLE VIII

WAGES AND BENEFITS

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

8.2 Benefits.

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

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

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

ARTICLE X

DEPARTMENT POLICIES AND PROCEDURES

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

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

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

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

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

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

ARTICLE XII

JOINT ADMINISTRATIVE COMMITTEE

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

Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

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

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

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

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

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

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

14.4 Pre-Job Conference. A pre-job conference shall be held prior to the start of work by the prime contractor for the Project covered by this Agreement. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project work rules/owner rules.

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

ARTICLE XV

MANAGEMENT RIGHTS

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

ARTICLE XVI

SAFETY, PROTECTION OF PERSON AND PROPERTY

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

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

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

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

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

ARTICLE XVIII

STEWARD

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

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

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

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

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

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney

By: Hugo S. Rossitter
Hugo S. Rossitter
Deputy City Attorney

Date: 4-22-2011

THE CITY OF LOS ANGELES HARBOR DEPARTMENT

By: Geraldine Knatz
Geraldine Knatz
Executive Director

Date: 5/16/11

By: Rose M. Dworshak
Rose Dworshak
Commission Secretary

Date: 05/16/11

LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL

By: Richard Slawson
Richard Slawson
Executive Secretary
Los Angeles/Orange County Building
And Construction Trades Council

Date: 3/25/11

By: Mark H. Aguer
President
Building and Construction
Trades Department, AFL-CIO

Date: 3/25/11

ATTACHMENT "A"

COMPANY LETTERHEAD

Date: _____

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

SUBJECT: LETTER OF ASSENT
PROJECT NAME
SPEC. NO. #####

Dear Mr. Shahrestani:

This is to certify that the undersigned Contractor/Employer has examined a copy of the subject Project Labor Agreement (PLA) entered into by and between the City of Los Angeles Harbor Department and signatory Building and Construction Trades Councils and Unions dated _____. The undersigned Contractor/Employer hereby agrees to comply with all of the terms and conditions of the aforementioned Project Labor Agreement as such labor Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

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

This Letter of Assent shall become effective and binding upon the undersigned Contractor/Employer the _____ day of _____, _____, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,

(Name of Construction Company)

By:

(Name and Title of Authorized Executive)

cc: POLA Construction Manager (CM)
Daniel Gentry, POLA PLA Coordinator

Enclosures: Employment Hiring Plan (EHP)
Core Workforce List

**MEMORANDUM
OF
UNDERSTANDING**



**TESTING POLICY FOR
DRUG ABUSE**

Revised June 2009

**International Union of
Operating Engineers
Local Union No. 12**



You, as a member working under these conditions have rights as well as obligations. If you have any questions please contact this office or your business representative.

Sincerely,

A handwritten signature in black ink, appearing to read 'Wm. C. Waggoner', written in a cursive style.

Wm. C. Waggoner, Business Manager &
General Vice President

given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the International Union of Operating Engineers, 150 East Corson Street, Pasadena, California 91103. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the Master Labor Agreement, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

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

SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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

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

f. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall

removed from the Employer's payroll.

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

6. The Employers will be allowed to conduct periodic jobsite drug testing on construction projects under the following conditions:

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

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

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

work for which the employee is qualified exists he/she shall be reinstated.

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

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

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

**DRUG ABUSE PREVENTION AND DETECTION
APPENDIX A - CUTOFF LEVELS**

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

* SAMHSA specified threshold

** A sample reported positive contains the indicated drug at or above the cutoff level for that drug.

A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

GC/MS - Gas Chromatography/Mass Spectrometry

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

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

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

INSTRUCTIONS

To the Contractor:

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

To the Union:

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

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

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

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

SEE ATTACHED TIER 1 AND TIER 2 ZIP CODES

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

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

Employee Name	Address	Zip Code

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

Total Workers Requested _____

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

Site Address: _____ Report to (On-Site Contact): _____

On-Site Tel.#: () _____ Fax: () _____

Comments or special requirements:

Union Use Only (Fax the Completed Form Back to Contractor)		
Reception Date: _____	Dispatch Date: _____	Received By: _____
<u>Requested Dispatch</u>	<u>Available for Dispatch</u>	<u>Unavailable for Dispatch</u>
30% Local	9	9
10% At-Risk	9	9
General Dispatch	9	9
Comments: _____		

Harbor Department PLA Construction Trade Unions Contact Numbers

Asbestos Heat & Frost Insulators (Local 5)

670 E. Foothill Blvd.
Azusa, CA 91702
Tel: (626) 815-9794
Fax: (626) 815-0165

Boilermakers (Local 92)

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

Bricklayers & Allied Craftworkers (Loc. 4)

12921 Ramona Blvd., Suite F
Irwindale, CA 91706
Tel: (626) 573-0032
Fax: (626) 573-5607

Tile, Marble & Terrazo Layers (Local 18)

9732 E. Garvey Ave., Suite 200
So. El Monte, CA 91733
Tel: (626) 329-0369
Fax: (626) 329-0374

Electricians (Local 11)

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

Elevator Constructors (Local 18)

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

Operating Engineers (Local 12)

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

Glaziers (Local 636)

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

Gunite Workers (Local 345)

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

Iron Workers (Reinforced – Local 416)

13830 San Antonio Dr.
Norwalk, CA 90650
Tel: (562) 868-1251
Fax: (562) 868-1429

Iron Workers (Structural – Local 433)

17495 Hurley St. East
City of Industry, CA 91744
Tel: (626) 964-2500
Fax: (626) 964-1754

Laborers (San Pedro/Port of LA – Local 802)

540 N. Marine Avenue, P.O. Box 518
Wilmington, CA 90748
Tel: (310) 834-5233
Fax: (310) 549-3121

Painters & Allied Trades DC 36

2333 N. Lake Avenue, Unit H
Altadena, CA 91001
Tel: (626) 584-9925
Fax: (626) 584-1949

Plumbers (Local 78)

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

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

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

POLA CONSTRUCTION CAREERS POLICY

SECTION I. DEFINITIONS

1. "Apprentice" means any worker who is indentured in a bona fide Labor/Management construction apprenticeship program, registered and approved by the State of California Department of Industrial Relations, Division of Apprenticeship Standards (DAS) or in the case of Projects with federal funding, indentured in a bona fide Labor/Management apprenticeship program approved by the US Department of Labor (DOL) and California DAS.
2. "Apprenticeship Program" means any Labor/Management construction apprenticeship program certified and approved by the California DAS or in the case of Projects with federal funding, approved by the US Department of Labor (DOL) and California DAS.
3. "Area Median Income" (AMI) means the area median income for the Los Angeles – Long Beach Metropolitan Statistical Area, as determined annually by the U.S. Department of Housing and Urban Development.
4. "Awarding Authority" means the City of Los Angeles, acting by and through the Board of Harbor Commissioners, or any employee or officer of the Board or Harbor Department that is authorized to award or enter into any contract on behalf of the Board.
5. "Board" means the Los Angeles Board of Harbor Commissioners.
6. "Bureau of Contract Administration" (BCA) means the designated bureau within the City's Department of Public Works which may provide support services to the Harbor Department in administering the Policy and the PLA.
7. "City" means the City of Los Angeles, a municipal corporation, and all City awarding authorities.
8. "Construction Contract" means a City contract which has been certified by the City Controller, awarded by the Board, and is necessary to complete the Project.
9. "Contractor/Subcontractor/Employer (C/S/E)" means any individual firm, partnership, owner operator, or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a contract with the Harbor Department or any of its contractors or subcontractors/owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the Board.
10. "Core Worker" means a verifiable member of a C/S/E's core workforce for the purpose of the PLA and this Policy if the worker's name appears on the C/S/E's active payroll for 60 of 100 working days prior to award of the construction contract and meets all standards required by applicable local, state or federal law or regulation.

23. "Local Resident" means an individual whose primary residence is within the Tier 1 or Tier 2 zip code areas. Any of the following are acceptable forms of proof of residency: (i) Copy of a current residential lease with the eligible household member's name listed on it; (ii) Valid driver's license or State ID card with a City of Los Angeles address; (iii) Medical card with current address; (iv) Utility bill with eligible household member's name on it; (v) Voter's registration card; or (vi) Other proof of residence address deemed acceptable by BCA.
24. "PLA" means the Project Labor Agreement entered into between the Harbor Department of the City of Los Angeles and Unions, applicable to Covered Projects.
25. "Policy" means this Harbor Department Construction Careers Policy.
26. "Port" means the Port of Los Angeles.
27. "Project Work" means construction work performed as part of a Covered Project.
28. "Prime Contractor" means any individual firm, partnership, owner-operator, or corporation, or combination thereof, including joint-ventures, that is an independent business enterprise and that has entered into a Construction Contract with the Harbor Department.
29. "Reporting Period" means the Harbor Department's indicated reporting period for measuring the targeted hiring efforts of the C/S/Es. These reporting periods shall be at the Harbor Department's determination of 10%, 30%, 50%, 70% and 90% construction completion phases.
30. "Targeted Hiring Guidelines" means the document provided by the Department to assist C/S/E's in implementing the targeted hiring procedures.
31. "Tier 1" means the zip codes identified in Article 7.4 of the PLA, which fall within an approximate ten mile radius of the Port and in which the rate of unemployment is in excess of 125% of the County of Los Angeles' unemployment rate at the time of application and/or are within the area of Port-related operations and activity.
32. "Tier 2" means the zip codes within the City, identified in Article 7.5 of the PLA, where the rate of unemployment is in excess of 100% of the County of Los Angeles' unemployment rate at the time of application.
33. "Underemployment" means a situation in which a worker (i) is employed only part-time When one needs and desires full-time employment, and/or (ii) is inadequately employed at a low-paying job that requires less skill or training than one possesses.
34. "Unemployment" means, in accordance with the Bureau of Labor Statistics definition, a situation in which a person does not have a job, has actively looked for work in the prior 4 weeks, and is currently available for work and chronic Unemployment means unemployment lasting 27 weeks or longer.
35. "Union(s)" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO) Craft International Unions or any other craft labor organization Signatory to the PLA, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through

SECTION V. TARGETED HIRING

1. Requirements for Covered Projects: The Prime Contractor shall ensure that the following targeted hiring requirements are met for each Covered Project:
 - (a) At least 30% of total hours worked on each project shall be performed by Local Residents. For any hour of Project Work for which a C/S/E seeks to meet this 30% requirement, the C/S/E, Unions and the Jobs Coordinator must first refer individuals whose primary place of residence is within a Tier 1 zip code. After Unions, C/S/Es and the Jobs Coordinator have exhausted the available pool of Local Residents whose primary place of residence is within a Tier 1 zip code, they may refer Local Residents whose primary place of residence is within a Tier 2 zip code.
 - (b) At least 20% of total hours worked on each project shall be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyperson established by the applicable craft union's State DAS approved apprenticeship standards. A minimum of 50% of all apprentice hours shall be performed by Local Residents.
 - (c) At least 10% of total hours worked on each project shall be performed by Disadvantaged Workers residing within Tier 1 or Tier 2 zip code areas described in Articles 7.4 and 7.5 of the PLA respectively. Hours of project work performed by Disadvantaged Workers may be applied towards the 30% Local Resident requirement of the PLA and/or this Policy.

SECTION VI. RESPONSIBILITIES OF HARBOR DEPARTMENT, C/S/Es, UNIONS, and JOBS COORDINATOR

1. Harbor Department Responsibilities:
 - (a) Work with BCA or the Harbor Department's designated PLA administrator to monitor and enforce the targeted hiring measures of the PLA and Policy and issue Notices of Non-Compliance where appropriate.
 - (b) Review, approve or disapprove submitted Employment Hiring Plans prior to a C/S/E's estimated start of work. Approval of a C/S/E to work on a Covered Project is contingent on the C/S/E's submittal of an approved EHP.
 - (c) Ensure, prior to a C/S/E's approval to work on a Covered Project, its submittal of a duly signed Letter of Assent.
 - (d) Work with BCA or the Harbor Department's designated PLA administrator to post local hire status reports on the BCA website (<http://bca.lacity.org>) for Covered Projects.
 - (e) Inform the Board on a quarterly basis regarding the status of all Covered Projects.
 - (f) Determine any withholding from payments as disputed funds and make recommendations for assessment of Liquidated Damages.

- (g) The Prime Contractor and its C/S/Es (of any tier) must satisfactorily document their contact with the Jobs Coordinator when the Unions have not been able to refer a Local Resident and/or Disadvantaged Worker within the 24-hour window of referral.
- (h) The Prime Contractor and its C/S/Es (of any tier) shall maintain proof of transmittal of the Craft Request forms to the Union hiring halls and Jobs Coordinator. Upon request by the Harbor Department or its designated representative, copies shall be provided within 10-calendar days of request.
- (i) The Prime Contractor and its C/S/Es (of any tier) shall make available to the Harbor Department, BCA, or designated representatives, records and information that are deemed relevant to monitoring and enforcement of the provisions of the PLA and the Policy.
- (j) The Prime Contractor and its C/S/Es (of any tier) shall cooperate fully and promptly with any inquiry or investigation the Harbor Department, BCA or designated representatives deem necessary in order to monitor compliance with the provisions of the PLA and the Policy.
- (k) The Prime Contractor and its C/S/Es (of any tier), within 60 calendar days after concluding work on the Covered Project, shall submit to the Harbor Department a verified statement of the number of journeypersons and apprentices who worked on the project, their classifications and the hours worked (per California Labor Code 1777.5(e)).

Upon request of the BCA, or the Harbor Department, the Prime Contractor and its C/S/Es (of any tier) must provide documentation of their Local Resident, Apprentice and Disadvantaged Workers targeted hiring participation level efforts within 10-calendar days of the request for documentation.

3. Union Responsibilities:

- (a) Ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.
- (b) Refer Local Residents and/or Disadvantaged Workers requested through the Craft Request Form regardless of their place on the hiring hall list and normal referral procedures.
- (c) Exert their best efforts to recruit and identify Local Residents residing in Tier 1, and then Tier 2 zip code areas, as well as those referred by the Jobs Coordinator for entrance, indentureship into a union apprenticeship program, and assisting such individuals in graduating into eligible journeypersons.
- (d) Upon receiving a request from a C/S/E for a Local Resident, exhaust the available list of individuals residing the Tier 1 zip codes before referring an individual residing in the Tier 2 zip codes.
- (e) Track retention of Local Residents and/or Disadvantaged Worker apprentices participating in joint Labor/Management apprenticeship programs and provide the Harbor Department with the necessary information as requested.

- (v) Be the point of contact to provide information about available job opportunities on Covered Projects.
- (vi) Educate and provide financial incentives information to the C/S/Es whom hire eligible workers under Work Opportunity Tax Credit (WOTC) and On-the-Job Training (OJT) and other benefits for which a C/S/E may be eligible based on their implementation of the Local Hire requirements.
- (vii) Assist the C/S/Es with their local hire effort documentations and other reports as it relates to their Local Resident and/or Disadvantaged Worker targeted hiring requirements.
- (viii) Work closely with Harbor Department staff, the building trades and C/S/Es in achieving the targeted hiring.

Parties with responsibilities under the PLA and/or Policy, shall maintain those responsibilities regardless of the performance of the Jobs Coordinator at the tasks described in the PLA and the Policy.

SECTION VII. COMPLIANCE

The Harbor Department or its authorized representatives shall determine whether a Prime Contractor and its C/S/Es have complied with the requirements of the PLA and the Policy. The Prime Contractor is ultimately responsible for its and its C/S/Es (of any tier) compliance with the PLA and Policy requirements.

1. If, after taking into account all hours of Project Work performed up to that point in time of the Reporting Period, the targeted hiring requirements of the PLA and Policy have been satisfied for a Project, then the Prime Contractor and its subcontractors (of any tier) working on that Project shall be deemed to be in compliance.
2. If the targeted hiring requirements of the PLA and the Policy have not been satisfied for a Project, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its C/S/Es (of any tier) have complied with all other requirements of the PLA and the Policy, and (b) that it and each C/S/E (of any tier) have either (i) satisfied the targeted hiring requirements of the PLA and this Policy with regard to the Project Work that it has performed or (ii) satisfactorily demonstrated the following:
 - (a) Adherence to procedures contained in its Employment Hiring Plan as approved by the Harbor Department.
 - (b) Requests to Unions, through Craft Request Forms, of sufficient numbers of Local Residents and Disadvantaged Workers to meet the targeted hiring percentages set forth in Section 5 of the Policy for that C/S/E's Project Work.
 - (c) Documented contact with the Jobs Coordinator in each instance when the relevant Union did not refer qualified Local Residents or Disadvantaged Workers within the 24 hours following the C/S/E's request and the C/S/E's fair consideration of any Local Resident or Disadvantaged Worker subsequently referred by the Jobs Coordinator.

- (d) Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, the Covered Project contract is terminated, or the Covered Project is completed.
- (e) Should the Covered Project be terminated or completed before the Prime Contractor is found to be in compliance, recommendation shall be made to the Board to assess Liquidated Damages and the amount of the Liquidated Damages shall be returned to the fund from whence they came.

5. Liquidated Damages Appeal:

- (a) The Prime Contractor may appeal the assessment of Liquidated Damages before the Board. Prior to the Board hearing to address assessment of Liquidated Damages, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.
- (b) The Prime Contractor must request an appeal in writing within 10-calendar days of receipt of the Liquidated Damages assessment summary. At the Board hearing to determine assessment of Liquidated Damages, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section 7 of the Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

6. Termination of Contract(s): Consistent, substantial violations of the PLA and/or this Policy by any Prime Contractor and/or C/S/E may result in a recommendation to the Board that the contract of the offending Prime Contractor and/or C/S/E be terminated per Section 00405 of the Master General Conditions.

SECTION IX. APPLICABLE LAW AND SEVERABILITY

The provisions of this Policy shall not be applicable where prohibited by federal or state law, or where the application would violate or be inconsistent with the terms and conditions of a grant or a contract with an agency of the United States or the State of California, or the valid instructions of an authorized representative of any of these agencies with respect to any grant or contract. If enforcement of any provision of this Policy is enjoined by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.