

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
PROJECT STABILIZATION AGREEMENT --  
NEW CONSTRUCTION, MAJOR MODERNIZATION AND SCHOOL  
UPGRADE  
FUNDED BY MEASURES K, R, Y, Q AND RR**

Effective Date: January 1, 2024

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This Project Stabilization Agreement (hereinafter, “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of Education of the Los Angeles Unified School District, its successors or assigns, (hereinafter, “District”) and The Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter, “Council”), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the “Union” or “Unions”). This Agreement, understood by the Parties to be a modification of the prior Project Stabilization Agreement, establishes the labor relations Policies and Procedures for the District and for the craft employees represented by the Unions engaged in the District’s new construction, major modernization, and school upgrade program funded, in whole or in part, by Measures K, R, Y, Q and RR as well as any future construction bond measures (hereinafter, “Project” or “Project Work”, and more specifically defined in Article II, Section 2.2).

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the District, it will become the policy of the District for the Project Work to be contracted exclusively to contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (Attachment A), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

It is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory parties, the contractors and craftspersons working under it, and the ratepayers, residents and students of the District. The District shall, therefore, designate a “Project Labor Coordinator,” either from its own staff or an independent contractor acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which or critical to fulfilling

the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer the Agreement. For such purposes, each contractor recognizes and appoints the Project Labor Coordinator, its successors or assigns, as its agent; and together with District and the Unions, the Project Labor Coordinator shall be considered a “negotiating party” of this Agreement.

The term "Apprentice" means those individuals indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

The term “Contractor” as used in this Agreement includes any contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to subcontractors of whatever tier utilized by such contractors for Project Work. The term “Contractor” includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent contractor has entered into a contract with the District with respect to the Project Work, or with another contractor as a subcontractor for Project Work.

The term “Labor/Management Apprenticeship Program” as used in this Agreement shall be defined as a jointly administered apprenticeship program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

The term “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and that this Agreement represents the complete understanding of the Parties. No contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a contractor and a Union party which is not specifically set forth in this Agreement shall be binding on any third party contractor or union on Project Work unless endorsed in writing by the Project Labor Coordinator.

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

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

## **ARTICLE 1**

### **INTENT AND PURPOSE**

**Section 1.1**    Background. The District's new construction, major modernization, and school upgrade projects funded by Measures K, R, Y, Q and RR will affect over a thousand school buildings and offices that are owned, leased or controlled by the District. The Project is the largest overall educational construction program developed and undertaken by a school district in the history of the State of California. The goal of this Project is to provide new construction, major modernization, and upgrades of the District's facilities so as to provide sufficient facilities and technologies to improve the health, safety, and quality of education for the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftpersons, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the tax payers of the District to meet the District's goal that the Project work be completed on time and within budget.

**Section 1.2**    Identification and Retention of Skilled Labor and Employment District Residents. The vast amount of new construction, major modernization, and school upgrade scheduled to be performed pursuant to Measures K, R, Y, Q and RR and any future bond measures will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this Agreement to use the

opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

**Section 1.3**    Encouragement of Small Local Business. The Project will provide many opportunities for local small business enterprises to participate as contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, all Parties understand that the District has established and quantified goals which place a strong emphasis on the utilization of small, local business on the Project. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the District.

**Section 1.4** Project Cooperation. The Parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the Parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the people of Los Angeles and the students of the District. The Parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work.

Further, the Parties recognize that an Act of God or an Act of War could require the District to partially or fully suspend Project Work. The Parties shall fully cooperate with any request by the District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

**Section 1.5** Workers' Compensation Carve-out. Further, the Parties recognize the potential which the Project may provide for the implementation of a cost effective workers' compensation system as permitted by revised California Labor Code Section 3201.5, and it is understood that the District is in an ongoing review of the value of such a program. Should the District request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers compensation benefits and medical coverage as permitted by the Code.

**Section 1.6** Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Agreement, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lock-out.

**Section 1.7** Binding Agreement on Parties and Inclusion of District Residents and Business. By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District.

## **ARTICLE 2**

### **SCOPE OF THE AGREEMENT**

**Section 2.1** General. This Agreement shall apply and is limited to all new construction, rehabilitation and capital improvement work as described in Section 2.2 of this Article, performed by those contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for new construction or major rehabilitation, where such work is funded in whole or in part by Measures K, R, Y, Q and RR or future bond measures, the prime contract for which is awarded on or after the effective date of this Agreement, all of which are hereinafter referred to as the "Project" or "Project Work". Contracts awarded prior to the effective date of this agreement will be subject and bound to the previous Project Stabilization Agreement.

**Section 2.2** Specific. The Project is defined and limited to:

- (a) All construction and major rehabilitation work pursuant to prime multi-trade construction contracts that exceed \$375,000.00, and are funded in whole or in part by monies from Measures K, R, Y, Q and RR, as described above, and all subcontracts flowing from these prime contracts; and
- (b) All prime specialty contracts that exceed \$45,000.00, and are funded in whole or in part by monies from Measures K, R, Y, Q and RR, as described above, and all subcontracts flowing from these prime contracts; and
- (c) All contracts for similar work, subject to the same threshold limitations, funded by future propositions or measures and awarded prior to the expiration date of this Agreement; and

(d) Notwithstanding Section 2.1, all construction work pursuant to prime multi-trade construction contracts in which the Districts funding from non-bond measure sources exceeds \$25,000,000, and all subcontracts flowing from these prime contracts.

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

**Section 2.3** Bundling of Contracts. The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to (i) utilize this Agreement as the labor relations Policy for its new construction and major rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work,

(a) the District, in its sole discretion, with the advice of the Project Labor Coordinator, will seek to group (or “bundle”) for bidding, contracts not meeting the thresholds of Section 2.2(a) or (b) above. (Small contracts for like types of work, scheduled to be undertaken at the same school, in the same district or on the same Project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) project work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

**Section 2.4** Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

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

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

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

(d) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects, engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement, provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers (“Inspectors”) are a covered craft under the Agreement. (This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the Agreement.) Notwithstanding the foregoing, on-site surveying, inspection services, and quality control/assurance for such work shall be within the scope of this Agreement if they are within the State of California’s general prevailing wage determination for Surveyor or Building/Construction Inspector and Field Soils and Material Tester, when such work is performed on a Project by either employees of a Contractor, pursuant to a construction contract, or by consultants working under a professional services agreement with the District. Nothing in this section will be construed to include the Department of State Architects-certified inspector [Inspector of Record (IOR)] who is required by state law as included under the scope of this Agreement;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies,

or their contractors; or by public utilities, or their contractors; and/or by the District or its contractors (for work for which is not within the scope of this Agreement);

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

(g) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guaranty as set forth in Section 9.4;

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

(i) Laboratory work for testing.

**Section 2.5** Awarding of Contracts. (a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any union parties, provided only that such contractor is willing, ready and able to execute and comply with this Agreement should such contractor be awarded work covered by this Agreement.

(b) It is agreed that all contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Agreement or Letter of Assent as executed by it to the Project Labor Coordinator and to the Council 48 hours before the commencement of project Work, or within 48 hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances,

however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all Measures K, R, Y, Q and RR -funded projects or other Project Work.

**Section 2.6** Coverage Exception. The Parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work except when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not fund if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit, of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

**Section 2.7** Master Labor Agreements. (a) The provisions of this Agreement, including 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 consistent with Article XX, Section 20.3, and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by an MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of an MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article X.

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

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

**Section 2.8 Binding Signatories Only.** This Agreement shall only be binding on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

**Section 2.9 Other District Work.** This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by district Employees or contracted for by the District for its own account, on its property or in and around a Project site.

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

**Section 2.11** Completed Project Work. As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

### **ARTICLE 3**

#### **UNION RECOGNITION AND EMPLOYMENT**

**Section 3.1** Recognition. The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

**Section 3.2** Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.10 and with Article IV, Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Article VI, Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

**Section 3.3** Referral Procedures. (a) For signatory unions now having a job referral system contained in an MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all contractors to meet their employment needs.

(b) The local unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including

specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, and jointly with the Project Labor Coordinator and others designated by the District, to identify and refer competent craftpersons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into Joint Labor/Management Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

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

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

**Section 3.4** Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its

goals for the significant utilization of local small businesses as direct contractors or suppliers on Measures K, R, Y, Q and RR financed work.

**Section 3.5** Employment of District Residents. (a) In recognition of the District's mission to serve the District and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, Local Residents shall be first referred for Project Work, including journey person, apprentice, or other positions which may be established under an MLA and covered by the applicable prevailing wage for utilization on Project Work, in a manner to ensure that at least 50 percent of the total construction labor hours worked on the Project Work be performed by "Local Residents". For the purpose of this Section, "Local Residents" are:

(i) Individuals currently residing in those zip codes which overlap the area covered by the District as reflected on the U.S. Postal Service zip codes; and

(ii) Regardless of where they reside, (1) graduates of the Los Angeles Unified School District, (2) Eligible Veterans, or (3) individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Apprenticeship Readiness ("MC3") Program.

(b) To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form in effect at the time whenever they request the referral of any employee from a Union referral list for any Project, a sample of which is attached as Attachment B. When Local Residents are requested by the Contractors, the Unions shall refer them regardless of their place in the Unions' hiring halls' list and normal referral procedures.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Project Labor Coordinator that such preferences have been pursued. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate benefit fund coverage, all Contractors shall require their "core work force" and any other persons employed other than through the referral process, to register with the appropriate hiring hall, if any.

**Section 3.6** Core Employees. Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory,

(a) Contractors that are not independently signatory to an 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 core employees are employed per craft, and thereafter all additional employees in the affected craft shall be requested from the appropriate union hiring hall in accordance with Section 3.3. In laying off, an employer with 10 or less employees, the number of core employees shall not exceed one-half plus one of the workforce per craft, assuming the remaining employees are qualified to undertake the work available. The ratio of core employees to hiring hall-referred employees is applicable on a per-job site basis.

(b) The core employee work force is comprised of those employees:

(i) whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days before the Contractor's start of Project Work to the Contractor;

(ii) who possess any license required by state or federal law for the Project Work to be performed;

(iii) who have the ability to safely perform the basic functions of the applicable trade; and

(iv) who have worked at least two thousand (2,000) hours in the construction craft in which they are employed, during the prior two (2) years.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees for forty-five (45) calendar days after the list is provided. If there are any questions with regarding a core employee's eligibility under this provision, the Project Labor Coordinator, at the Council's request, shall obtain appropriate proof of such from the Contractor. For proof of employment eligibility, quarterly tax records or

payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized.

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

**Section 3.7** Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

**Section 3.8** Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the union equal opportunity to refer applicants. The Contractors shall notify the union of employees so hired, as set forth in Section 3.5.

**Section 3.9** Union Membership. Employees are not required to become or remain union members or pay dues or fees as a condition of performing Project Work under this Agreement. Contractors shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable MLAs. Nothing in this Section 3.9 is intended to supersede the requirements of the applicable MLAs as to those Contractors otherwise signatory to such MLAs and as to the employees of those Contractors who are performing Project Work.

**Section 3.10** Individual Seniority. Except as provided in Article IV, Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

**Section 3.11 Foremen.** The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

**Section 3.12 Helmets to Hardhats** The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and 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 construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each interested individual to provide the Unions and Project Labor Coordinator with proof of his/her status as an Eligible Veteran. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Eligible Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such Eligible Veterans for bona fide, provable past experience.

## **ARTICLE 4**

### **UNION ACCESS AND STEWARDS**

**Section 4.1 Access to Project Sites.** Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

**Section 4.2 Stewards.** (a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in the writing of the identity of the designated steward or stewards prior to the assumption of such person’s

duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

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

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

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

**Section 4.3** Steward Layoff/Discharge. The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

**Section 4.4** Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a party to this Agreement.

## ARTICLE 5

### WAGES AND BENEFITS

**Section 5.1** 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. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the MLAs, except as otherwise provided in this Agreement. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the foregoing.

**Section 5.2** Benefits. (a) Contractors 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, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Article XX, Section 20.3, and provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

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

(c) Each Contractor and subcontractor is required to certify 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. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

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

**Section 5.4** Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall monitor the compliance by all contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article II, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

## **ARTICLE 6**

### **HOURS OF WORK, OVERTIME, SHIFTS, HOLIDAYS AND WORKING CONDITIONS**

**Section 6.1** Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. 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.

**Section 6.2** Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or toolbox or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor, except as provided for in Section 6.6(a).

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

**Section 6.4** Shifts and Alternate Work Schedules. (a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor 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 8 hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) The Contractors, the Council and the Union recognize the economic impact upon the District and District rate payers of the massive project being undertaken by the District and agree that all parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or

additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

(c) To the extent permitted by state and federal law, the Contractor may, upon five (5) days' notice to appropriate union(s), establish a work week of four (4) consecutive ten (10) work hour days (exclusive of the one half hour unpaid lunch approximately halfway through the shift). Such work week should consist of the same four days each week, with the fifth day available as a make-up day if needed. Pay compensation for such shift shall be at the applicable rates established for first shift worked in this Agreement.

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

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

**Section 6.6** Show-up Pay. (a) 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 the regular straight time hourly rate. 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 Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

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

(c) When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Article XII, Section 12.3, the employee shall only be paid for actual time worked.

**Section 6.7** "Brassing". The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself/herself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

**Section 6.8** Meal Periods. The Contractor will schedule a meal period of no more than one – half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his/her 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/she is so required, he/she shall be compensated in the manner established in the applicable MLA.

**Section 6.9** Make-up Days. To the extent permitted by the applicable general 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.

**Section 6.10** Rest Periods. Rest periods as provided in IWC Order No. 16 (currently ten (10) minutes in each four hours worked) shall apply to all Project Work, consistent with its terms as then in effect.

**Section 6.11** Work Rules. The District, the Project Labor Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

**Section 6.12 Emergency Use of Tools and Equipment.** There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliant with applicable governmental rules and regulations.

**Section 6.13 Access Restrictions for Cars and Parking.** Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## **ARTICLE 7**

### **WORK STOPPAGES AND LOCK-OUTS**

**Section 7.1 No Work Stoppages or Disruptive Activity.** The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. The Council and the Unions also agree that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiation or renegotiations of the Local Collective Bargaining Agreement and the resulting MLA's, nor shall it be any lock-out on this Project of the involved Union(s) during the course of such negotiations. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union(s) shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

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

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

**Section 7.4** Expiration of Master Labor Agreements. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any MLA. Should a contractor engaged in Project Work enter into an interim agreement with the Union for work being performed elsewhere after the expiration, and before the renewal, of a local collective bargaining agreement forming the basis for MLA, such interim agreement shall be utilized by that contractor for Project Work (subject to the provisions of Article XX, Section 20.3).

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

**Section 7.6** Best Efforts To End Violations. (a) If a Contractor contends that there is any violation of this Article, Section 8.3 of Article VIII, or the provisions of Article XX, Section 20.4, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the

procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved contractor(s) to cease any violation of the Article.

**Section 7.7** Expedited Enforcement Procedure. Any party, including the District, which the Parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 of Article VIII, or Section 20.4 of Article XX, is alleged.

(a) The party invoking this procedure shall notify Chris Cameron, who has been selected by the negotiating parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable or unwilling to serve, the party invoking this procedure shall notify one of the alternate arbitrators selected by the negotiating parties, Sara Adler or Mark Burstein, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by email, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt. The District and the Council (by and through the Project Labor Coordinator and a Council-designated representative, respectively) may add, modify or delete the permanent arbitrator and/or either or both of the alternate arbitrators upon mutual agreement during the term of this Agreement.

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

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

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, of Section 8.3 of Article VIII, or Section 20.4 of Article XX, has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, (except for damages as set forth in Section 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7.7(d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a contractor) and to the representing Union (for an employee), by certified mail by the party or parties first alleging the violation.

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

(g) The fees and expenses of the arbitrator shall be equally divided between the party or parties initiating this procedure and the respondent party or parties.

**Section 7.8 Liquidated Damages.** (a) If the Arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within

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

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

(c) 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 \$1,000 (one thousand dollars) and no more than \$15,000.00 (fifteen thousand dollars) per shift for each non-complying entity.

## **ARTICLE 8**

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

**Section 8.1** Assignment of Work. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will

be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) currently in effect, or any successor plan.

**Section 8.2    The Plan.** All jurisdictional disputes between or among Building and Construction Trades Unions party to this Agreement, shall be settled and adjusted according to the Plan, or any other plan or method of procedures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Union parties to this Agreement.

(a)     Notwithstanding the above, if a jurisdictional dispute arising under this Article involves the Southwest Mountain States 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, Robert Hirsch, and Thomas Pagan, and the arbitrator’s hearing on the dispute shall be held at the offices of the Council within 14 calendar days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan. The District and the Council (by and through the Project Labor Coordinator and a Council-designated representative, respectively) may add, modify or delete the list of arbitrators upon mutual agreement during the term of this Agreement.

**Section 8.3    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 Contractor’s assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 8.4    Pre-Job Conferences.** As provided in Article XV, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

**Section 8.5    Resolution of Jurisdictional Disputes.** If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set

forth in the Plan, if such procedures are in the plan then currently in affect, or otherwise as in Article VII above.

## **ARTICLE 9**

### **MANAGEMENT RIGHTS**

**Section 9.1** Contractor and District Rights. Notwithstanding any other provision in this Article, the Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by a specific provision of this Agreement or a specific safety provision of the applicable 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) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District 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 MLAs requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

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

- (a) Inspect any construction site or facility to ensure that the contractor follows the applicable safety and other work requirements;
- (b) Require contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular locations or in order to accommodate the instructional programs and pupil control problems at various project sites where school may be in session 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 the ongoing operations of the District's educational facilities 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 mission and remain a good neighbor to those in the area of its facilities. (In order to permit the contractors and unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected 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 Article VI, Section 6.6);
- (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 VII and X.

**Section 9.3** 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 District 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.

**Section 9.4** Special Equipment, Warranties and Guaranties. (a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment and systems, together with requirements of the manufacturer's warranty, may dictate that it be installed under the supervision and direction of the manufacturer's personnel. The Unions agree to allow such installation to be performed by the manufacturer's employees or the employees of a contractor certified by the manufacturer, when the Unions are unable to perform such work or the warranty requires the work to be performed by the manufacturer's employees or the employees a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the District requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's employees or the employees of a contractor certified by the manufacturer, then such installation may be performed by the manufacturer's own employee or the employees of a contractor certified by the manufacturer, and it shall be excluded from this Agreement. To qualify under this exclusion, the warranty must be the standard warranty for the equipment or product, as opposed to an ad hoc change, and contain a provision that the warranty will be void unless the work is performed by the manufacturer's or a certified contractor's own employees. Any work to be excluded pursuant to this subsection shall be identified and discussed at the relevant pre-job conference. Upon request from a Union to the Project Labor Coordinator, copies of the applicable written warranty and any related contract language shall be provided and reviewed by a Review Panel consisting of a District-designated and Council-designated representative to verify that the work meets all conditions under this exclusion. This subsection (a) does not apply to materials, supplies, catalogue components, parts, and equipment which are installed and maintained by contractors and their craft employees regularly engaged in the building and construction industry. 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 without incident.

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

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

## **ARTICLE 10**

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

**Section 10.1** Cooperation and Harmony on Site. (a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

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

(c) The Project Labor Coordinator shall oversee the processing of grievances under this Article and Articles VII and VIII, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to ensure the time limits and deadlines are met.

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

Step 1. – Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local union business representative or job steward, within fourteen (14) calendar days after the occurrence of the violation, give notice to the work site representative of the involved contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved contractor shall meet and endeavor to adjust the matter within fourteen (14) calendar days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within fourteen (14) calendar days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other party(ies) and, if after conferring within fourteen (14) calendar 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 seven (7) calendar days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his/her designee, together with the site representative of the involved contractor, and the labor relations representative of the Project Labor Coordinator, shall meet within ten (10) calendar days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within ten (10) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance has been submitted but not resolved under Step 2, either the Union or contractor party may request in writing to the Project Labor Coordinator (with copy(ies) to the other party(ies)) within ten (10) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Sara Adler; (2) Mark Burstein; (3) Chris Cameron; (4) Najeeb Khoury; (5) Yuval Miller; (6) Kenneth Perea; and (7) David Weinberg. The decision of the arbitrator shall be final and binding on all parties and the fee and expenses of such arbitrations shall be borne equally by the involved contractor(s) and the involved union(s).

The District and the Council (by and through the Project Labor Coordinator and a Council-designated representative, respectively) may add, modify or delete any arbitrator upon mutual agreement during the term of this Agreement.

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

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

**Section 10.4** Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## **ARTICLE 11**

### **REGULATORY COMPLIANCE**

**Section 11.1** Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

**Section 11.2** Monitoring Compliance. The Parties agree that the District shall require all contractors and subcontractors to comply with all federal and state laws and regulations that, from time to time may apply to Project Work. The Project Labor Coordinator (on behalf of the District) may investigate or monitor compliance with these various laws and regulations. The Council may monitor, investigate and recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

**Section 11.3** Prevailing Wage Compliance. The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate and resolve such complaints, consistent with Article V, Section 5.4. The District intends to maintain a labor compliance program proportionate to the level of active construction on Project Work for the duration of this Agreement. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

**Section 11.4 Violations of Law.** Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

## **ARTICLE 12**

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

**Section 12.1 Safety.** (a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Project Labor Coordinator may, at the request of the District establish and implement, after negotiation with the Council and the Craft Unions, reasonable substance abuse testing procedures and regulations, which may include pre-hire, reasonable cause, random and post accident testing to the extent permitted by federal and state law. Until there is such a project-wide substance abuse testing procedure negotiated with the Council and the Craft Unions and otherwise adopted by the Project Labor Coordinator, the Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as Attachment D.

**Section 12.2** Inspection. The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice, unless otherwise limited or required by an MLA.

**Section 12.3** Suspension of Work for Safety. A contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

**Section 12.4** Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 13**

### **TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursements shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this Agreement shall be provided by the Contractor(s) according to the provision of the MLAs existing on the effective date of this Agreement, and upon presentation of proof of any expense incurred.

## **ARTICLE 14**

### **APPRENTICES**

**Section 14.1** Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program funded by Measures K, R, Y, Q and RR. To these ends, the Parties will facilitate, encourage, and assist Local Residents and District students to commence and progress in Apprenticeship Readiness programs that utilize the Building Trades multi-craft core

curriculum (MC3) and other District vocational programs and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents and District students who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The District, the Project Labor Coordinator, other District consultants, 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.

**Section 14.2 Use of Apprentices.** (a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty (30) percent of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards (DAS) establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) Apprentices on the Project. When available and capable of undertaking the tasks involved, forty (40) percent of such Apprentice workforce of each craft shall consist of first (1st) year Apprentices.

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

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen or other Contractor employee

working on the Project where the Apprentice is to be employed who is qualified to assist and oversee the Apprentice's progress through the program in which he is participating.

**Section 14.3 Joint Subcommittee on Training and Apprenticeship.** To carry out the intent and purposes of this Article, a subcommittee of the Labor Management Committee established pursuant to Article XVI shall be established, jointly chaired by a designee of the District and a designee of the Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of apprenticeship programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("JAC") and representatives of the District's technical schools to establish appropriate criteria for recognition by such JAC's of the educational and work experience possessed by District students and graduates toward qualifying for entry or advanced level in the apprenticeship programs under the direction under such JAC's. The Subcommittee will meet as necessary at the call of the joint chairs to promptly to facilitate its purposes in an expeditious manner as soon as this Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of contractors signatory to this Agreement and experienced in overseeing and participating in joint labor management apprenticeship programs (or organizations to which the contractors belong).

## **ARTICLE 15**

### **PRE-JOB CONFERENCES**

The prime Contractor shall ensure that each Contractor on their project conducts a pre-job conference in accordance with this Agreement. Each Contractor will conduct a pre-job conference with the Unions not later than seven (7) calendar days prior to commencing work. The Project Labor Coordinator may work with the prime contractor and Council to facilitate the scheduling of the pre-job conference. The prime Contractor shall notify the Project Labor Coordinator and the Council at least seven (7) calendar days (or another mutually agreeable time) in advance of all such conferences. The Council, the Project Labor Coordinator may participate in the pre-job conference. The purpose of the conference will be to, among other things, convey craft manpower needs, and discuss the schedule of work and project work rules/owner rules. All work assignments shall be disclosed by the prime Contractor and all subcontractors at a pre-job conference. Should there be Project Work that was not discussed at

the pre-job conference, or additional project work be added, the Contractors performing such work will conduct a separate pre-job conference for such work. Should there be any formal jurisdictional dispute raised under Article VIII, the Project Labor Coordinator shall be promptly notified. At the pre-job conference, the Project Labor Coordinator may review the District's employment and contracting programs and goals with the participants.

## **ARTICLE 16**

### **LABOR/MANAGEMENT AND COOPERATION**

**Section 16.1 Joint Committee.** The Parties to this Agreement may form a joint committee consisting of representatives selected by the Council and the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the District may participate upon its request.

**Section 16.2 Functions of Joint Committee.** The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles VII, VIII or X shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

The Project Labor Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions, the Contractors, and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate.

The Project Labor Coordinator shall prepare quarterly reports on Apprentice utilization and the training and employment of District residents, and a schedule of Project work and estimated number of craft workers needed. The Committee, or an appropriate subcommittee,

may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

**Section 16.3 Subcommittees.** The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers compensation program initiated under this Agreement.

## **ARTICLE 17**

### **SAVINGS AND SEPARABILITY**

**Section 17.1 Savings Clause.** It is not the intention of the District, the Project Labor Coordinator, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

**Section 17.2 Effect of Injunctions or Other Court Orders.** The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any

applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

## **ARTICLE 18**

### **WAIVER**

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

## **ARTICLE 19**

### **AMENDMENTS**

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

## **ARTICLE 20**

### **DURATION OF THE AGREEMENT**

**Section 20.1** Duration. (a) This Agreement shall be effective January 1, 2024 for Project Work awarded on or after such date through December 31, 2033 (provided however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work).

(b) This Agreement may be extended by mutual consent of the Parties for any further construction program(s) initiated pursuant to Measure K, R, Y, Q and RR consistent with the Scope Provisions of Article II of this Agreement. It is agreed that with regard to any new construction or major modification programs undertaken by the District pursuant to further propositions or measures enacted by District voters at any time through December 31, 2033, this

Agreement shall apply to all construction work awarded through December 31, 2033, for work meeting conditions established in Article II, Section 2.2 above.

**Section 20.2 Turnover and Final Acceptance of Completed Work.** (a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

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

**Section 20.3 Continuation of MLA.** MLAs incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the contractor and union parties to the collective bargaining agreement(s) which are the basis for such MLAs notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

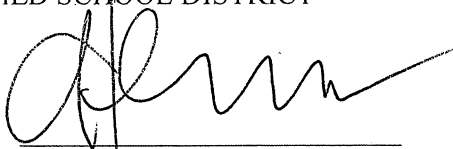
The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those

agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the Parties over the incorporation into an MLA of any such provision agreed upon in an negotiation of the Local Collective Bargaining Agreement which is the basis for an MLA shall be resolved under the procedures established in Article X.

In witness whereof the Parties have caused this Project Stabilization Agreement for Los Angeles Unified School District New Construction, Major Modernization, and School Upgrade to be executed as of the date and year above stated.

LOS ANGELES  
UNIFIED SCHOOL DISTRICT

By:

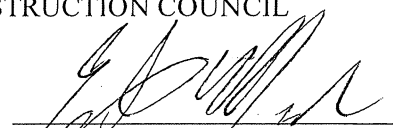


Krisztina Tokes  
Chief Facilities Executive

By: \_\_\_\_\_

LOS ANGELES/ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES  
CONSTRUCTION COUNCIL

By:



Ernesto Medrano  
Executive Secretary

Signatory Unions and Districts  
(see attached)

**LOS ANGELES UNIFIED SCHOOL DISTRICT  
PROJECT STABILIZATION AGREEMENT  
UNION SIGNATORY PAGE**

Asbestos Heat & Frost Insulators (Local 5)  
Boilermakers (Local 92)  
Bricklayers & Allied Craftworkers (Local 4)  
Cement Masons (Local 500)  
Cement Masons (Local 600)  
Electricians (Local 11)  
Elevator Constructors (Local 18)  
Gunit Workers (Local 345)  
Iron Workers (Reinforced – Local 416)  
Iron Workers (Structural – Local 433)  
Southern California District Council of Laborers  
Laborers (Local 300)  
Laborers (Local 1309)  
Laborers (Local 1184)  
Operating Engineers (Local 12)  
Operating Engineers (Local 12)  
Operating Engineers (Local 12)  
Painters & Allied Trades DC 36  
Pipe Trades (Plumbers Local 78)  
Pipe Trades (Pipe Fitters Local 250)  
Pipe Trades (Local 345)  
Pipe Trades (Plumbers/Fitters Local 761)  
Pipe Trades (Sprinkler Fitters Local 709)  
Plasterers (Local 200)  
Plaster Tenders (Local 1414)  
Roofers & Waterproofers (Local 36)  
Sheet Metal Workers (Local 105)  
Teamsters (Local 986)  
Southwest Mountain States Regional Council of Carpenters

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Mike Patterson  
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Luis Miramontes  
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Luis Aldaco  
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Jack Alvarado  
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Ricardo Gonzalez  
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Tony Garganiga  
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Ed Iann (Gunit #345)  
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Ken Heat  
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Jon Priado  
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Ken Heat  
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DocuSigned by:  
Ernesto Toscano  
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DocuSigned by:  
Jeremy Diaz  
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DocuSigned by:  
Ben Clayton  
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DocuSigned by:  
Ricardo Perez  
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DocuSigned by:  
Greg Lewis  
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Todd Golden  
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DocuSigned by:  
Cliff Smith  
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DocuSigned by:  
Steve Hinson  
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DocuSigned by:  
Caesar Borges  
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DocuSigned by:  
Josh Raper  
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## ATTACHMENT A

## LETTER OF ASSENT

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

[Contractor's Letterhead]

Project Labor Coordinator  
c/o The Los Angeles Unified School District  
333 S. Beaudry Avenue  
Los Angeles, CA 90017

Re: Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R, Y, Q and RR – Letter of Assent

To whom this may concern:

This is to confirm that [Name of Company] agrees to be party to and bound by The Los Angeles Unified School District Project Stabilization Agreement – New Construction, Major Modernization, and School Upgrade Funded by Measures K, R Y, Q and RR or other projects added to this Agreement effective January 1, 2024 as such Agreement, may from time to time be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. or identifying description], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [ ]  
Name and Title of Authorized Executive

Contractor's State License No: \_\_\_\_\_

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

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consist with Article II, Section 2.5(b)].

**ATTACHMENT B****LOS ANGELES UNIFIED SCHOOL DISTRICT  
CRAFT REQUEST FORM**

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

The Los Angeles Unified School District Project Stabilization Agreement (“PSA”) establishes a goal that 50% of all hours worked on the Project shall be from “Local Residents”. As defined in Section 3.5 of the PSA, Local Residents are individuals currently residing in those zip codes which overlap the area covered by the District as reflected on the U.S. Postal Service zip codes and graduates of the Los Angeles Unified School District/Eligible Veterans/individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Apprenticeship Readiness Program, regardless of where they reside. For dispatch purposes, employees described herein shall be referred to as “Local Residents.”

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

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax/Email** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Cc:** Project Labor Coordinator

**From:** Company: \_\_\_\_\_

**Issued By:** \_\_\_\_\_

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

Contact Fax/Email: \_\_\_\_\_

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

Craft Classification ( i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident	Number of workers needed	Report Date	Report Time
		<input type="checkbox"/> YES <input type="checkbox"/> NO			
		<input type="checkbox"/> YES <input type="checkbox"/> NO			
		<input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>TOTAL WORKERS REQUESTED =</b> _____					

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

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

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

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

**UNION USE ONLY**

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

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
The worker referred is a(n): (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT Zip Code: _____  Other Eligible Criteria: <input type="checkbox"/> LAUSD Graduate <input type="checkbox"/> Eligible Veteran <input type="checkbox"/> Completion of MC3	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

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

## **ATTACHMENT C**

### **LOCAL RESIDENT ZIP CODES**

90001 90002 90003 90004 90005 90006 90007 90008 90010 90011 90012 90013 90014 90015 90016 90017  
90018 90019 90020 90021 90022 90023 90024 90025 90026 90027 90028 90029 90031 90032 90033 90034  
90035 90036 90037 90038 90039 90040 90041 90042 90043 90044 90045 90046 90047 90048 90049 90056  
90057 90058 90059 90061 90062 90063 90064 90065 90066 90067 90068 90069 90071 90073 90077 90089  
90094 90095 90201 90210 90220 90221 90230 90232 90247 90248 90249 90250 90255 90262 90265 90270  
90272 90275 90280 90290 90291 90292 90293 90303 90402 90405 90501 90502 90505 90710 90717 90731  
90732 90744 90745 90746 90802 90805 90810 91040 91042 91205 91214 91302 91303 91304 91306 91307  
91311 91316 91321 91324 91325 91326 91330 91331 91335 91340 91342 91343 91344 91345 91352 91356  
91364 91367 91387 91401 91402 91403 91405 91406 91411 91423 91436 91504 91505 91601 91602 91604  
91605 91606 91607 91608 91754

## **ATTACHMENT D**

### **DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PSA and this policy, Attachment D – Drug and Alcohol Testing Policy, hereafter “Policy.”

1. It is understood that the use, possession, transfer, or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession of or consuming alcohol is absolutely prohibited while employees are on the Contractor’s job premises or while working on any jobsite in connection with work performed under the PSA.
2. No Contractor may implement a drug and alcohol testing program that does not conform in all respects to the provisions of this Policy.
3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the PSA and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug and alcohol testing:
- a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
  - b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
  - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
  - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PSA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PSA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
  - e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
  - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

- g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
    - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
    - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
    - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
  - h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the Applicable Prevailing Wage Laws. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
  - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

- c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
  - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
  - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
  8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PSA.
  9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the PSA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
  10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
  11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
  12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

## SPECIMEN REPORTING CRITERIA

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

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

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

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

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

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

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

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

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

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

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

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