



## Board Report

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**EXECUTIVE MANAGEMENT COMMITTEE  
JANUARY 19, 2017**

**SUBJECT: PROJECT LABOR AGREEMENT, CONSTRUCTION CAREERS POLICY RENEWAL AND INCLUSION OF JOINT DEVELOPMENT**

**ACTION: APPROVE RENEWAL OF PROJECT LABOR AGREEMENT AND CONSTRUCTION CAREERS POLICY; APPROVE INCLUSION OF JOINT DEVELOPMENT IN THE POLICY AND RELATED POLICY UPDATES.**

**RECOMMENDATION**

APPROVE:

- A. the renewal of the Project Labor Agreement (PLA), and Construction Careers Policy (CCP), as amended;
- B. the updated PLA (Attachment A) which covers certain Metro Construction and Joint Development (JD) projects,
- C. the updated CCP (Attachment B) which covers certain Metro Construction and Joint Development projects; and
- D. the updated Metro JD Policy (Attachment C) to incorporate Metro's PLA and CCP and separate the JD Policy from the JD Procedures.

**ISSUE**

The passage of Measure M will bring an unparalleled volume of transit infrastructure construction work to this region. Measure M will also provide Metro with an opportunity to provide unparalleled employment and training opportunities through its PLA and CCP to mitigate the harms caused by geographically concentrated poverty and unemployment to disadvantaged areas throughout the United States. Metro staff is seeking to renew the Project Labor Agreement and Construction Careers Policy at this time to clarify project applicability now that Measure M has passed. Metro's initial PLA and CCP agreements were adopted by the Board in January 2012 which included language referencing Measure R. This Board report includes revisions to the PLA and CCP to add Measure M projects to these programs, address updates to remain current with laws and regulations, incorporate lessons learned from contractors and community stakeholders, and expand the agreement to include certain Joint Development (JD) projects. The actions in this Board report will implement amendments to the PLA and CCP policies and update the JD Policy to apply the negotiated terms to cover JD projects, as defined in the policies and in the report below. In addition,

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the JD Policy is being updated to separate the “policy” from “procedures” to allow for a more efficient implementation of the JD Program. If approved, these changes would go into effect January 27, 2017 and supersede the existing agreement.

## **DISCUSSION**

### *Background*

The PLA and CCP were adopted by the Metro Board in January 2012 to encourage construction employment and training opportunities to those who reside in economically disadvantaged areas. Currently, the PLA and CCP apply to certain locally-funded (non-federal) and federally-funded construction projects with a construction value greater than \$2.5 million. Metro’s Diversity and Economic Opportunity Department (DEOD) oversees implementation and compliance with the PLA and CCP. The term of the current PLA and CCP is for five years and expires April 2017. To date, the PLA and CCP have not applied to JD projects.

### *Impact of PLA and CCP*

The Project Labor Agreement facilitates careers in the construction industry to promote employment opportunities on Metro transit construction projects. The PLA sets the terms of employment and includes targeted hiring requirements of 40%, apprentice hiring requirements of 20%, and disadvantaged worker hiring requirements of 10%.

The purpose of the Construction Careers Policy is to encourage construction employment and training opportunities that will result in sustained construction careers. The CCP serves as a policy for contractors to comply with hiring requirements and includes the terms that are in the PLA.

Metro has implemented the PLA and CCP with great success and is currently exceeding all hiring goals program wide. Out of 21 projects valued at over \$5 billion (9 completed construction projects, and 12 currently active projects) Metro’s PLA and CCP has achieved the following attainments program wide:

- Targeted Worker Goal 40%                      Attainment 58.89%
- Apprentice Worker Goal 20%                      Attainment 20.16%
- Disadvantaged Worker Goal 10%                      Attainment 12.64%
- PLA Worker hours performed to date                      Over 3.5 million hours
- Economically Disadvantaged hours                      Over 2 million hours
- Apprentice Worker hours to date                      Over 525 thousand hours
- Disadvantaged Worker hours to date                      Over 440 thousand hours

The success of the PLA and CCP programs have also provided opportunities for training and employment programs like Metro’s Women Build Metro Los Angeles, and contractor sponsored boot camps to recruit targeted individuals residing in underserved communities. As expansive and complex as Metro’s construction infrastructure program is, it is critical to create a pipeline of apprentice and future construction workers to support this program and future construction projects. Staff has worked closely with contractors, community based organizations and job coordinators and are incorporating lessons learned to increase the effectiveness of the PLA and CCP. To this end, staff coordinated and facilitated a PLA/CCP symposium that brought together over 100 individuals

representing a diverse set of stakeholders, including public agency PLA administrators, contractors, union representatives and community based organizations. Additionally, staff has requested, and will make available, a listing of all apprenticeship training programs, and the fees required for them so participants of boot camps are fully aware of the costs associated with applying for apprenticeships. This will eliminate participants of boot camps not being aware of the fees required to enter into an apprenticeship training program after completing a boot camp. Staff will also work with the trades on the feasibility of having payment plans available for applicants, and work with contractors to assist with apprenticeship entrance fees. The LA/OCBCTC has agreed to participate in a Joint Labor Management Subcommittee twice a year to support recruitment of apprentices into Metro's PLA/CCP program.

#### *Inclusion of Joint Development in PLA and CCP*

Staff is currently proposing to expand the PLA and CCP program to include Joint Development projects in efforts to create more opportunities for training and employment. Metro's JD team worked closely with DEOD and the Los Angeles/Orange Counties Building & Construction Trades Council (LA/OCBCTC) to develop an approach to applying the PLA and CCP that balances Metro's goals of improving access to quality construction jobs while ensuring the competitiveness and financial feasibility of JD projects as well as meeting other community development goals. Metro's JD team also held a roundtable and interviews with both for-profit and non-profit affordable housing developers to solicit feedback. Based on feedback from developers and review of other PLA policies applicable to commercial real estate projects, Metro and the LA/OCBCTC developed threshold criteria for application of the PLA and CCP to JD projects.

The recommendations in this report will apply the PLA and CCP to JD projects that result from either a solicited or an unsolicited proposal received after Metro Board adoption of this item, and that meet the following threshold criteria:

- A mixed-use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built;
- A residential-only project that exceeds sixty (60) residential units; or
- A commercial-only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.

The policies will not apply to JD sites that are already in negotiations or for which a solicitation has already been released.

#### *Other PLA and CCP Amendments*

- The revised PLA includes amendments to update the LA/OCBCTC's Drug and Alcohol Testing Policy. Updated regulations require the current PLA's Memorandum of Understanding Testing Policy for Drug Abuse to be replaced by the new LA/OCBCTC's Approved Drug and Alcohol Testing Policy.
- The current PLA covers Measure R and other contracts with a construction value greater than \$2.5 million. This Board report specifically appends Measure M projects to Metro's current PLA and CCP programs.

- The revised PLA includes updated language to ensure that construction contractors, with or without union affiliation, may be awarded construction contracts by Metro provided that the contractors abide by the terms of the PLA and CCP, in accordance with regulatory requirements.
- The revised PLA adds a section to address any jurisdictional disputes involving the Southwest Regional Council of Carpenters (Carpenters). Although the Carpenters were not signatory to Metro's original PLA, this amendment will ensure that any disputes will be resolved without any occurrence of strikes, work stoppages or slow-downs and will follow the adopted dispute process. This will facilitate the Carpenters becoming signatory to Metro's PLA.
- The revised PLA increases the number of arbitrators listed as resources to conduct arbitrations to decrease the amount of time required to resolve disputes. The current list of arbitrators is limited and their workloads may prevent timely resolution of disputes.
- The revised PLA will include updates to the list of signatory trades.
- The revised PLA agreement requests a 10-year extension, to be in-line with Metro's 10-year project management plan approach.
- The Joint Development amendments recommended to the PLA and CCP are limited to making JD projects part of the policies' definition of "covered projects" and set forth the threshold described above. Any future amendments and updates to these policies would include the updated JD provisions included herein.
- This agreement with the LA/OCBCTC will include an understanding that when Boot Camps to support Metro construction projects are convened between Metro and the LA/OCBCTC, graduates of the Boot Camp will have priority hiring to construction jobs.
- This agreement with the LA/OCBCTC will make available a list of fees required for apprenticeship entry. Metro staff will make the information available on its website, at outreach and recruitment events, and at boot camps and job fairs.

### *Joint Development Policy Update*

The updated JD Policy has two objectives:

1. Inclusion of the PLA and CCP as applicable policies for projects that meet the threshold criteria; and
2. A separation of the "JD Policy" from the "JD Procedures." Best practices with organizational policies are to have clear policy provisions adopted by a Board or governing body, with a companion "procedures" document that can be administratively updated as needed. Prior versions of the JD Policy kept these sections together as one document, making it less efficient for staff to amend procedures when needed that are in keeping with the adopted policy.

### **DETERMINATION OF SAFETY IMPACT**

Approval of the PLA, CCP and JD policies will have no impact on safety. Any future development resulting from the JD Program will be carefully reviewed by Metro Operations and Safety.

### **FINANCIAL IMPACT**

The funding required to implement a PLA and CCP will be included in the budget in each capital construction project and/or the Developer's construction budget for each JD project. The requirements to include the PLA and CCP, hire a jobs coordinator and monitor compliance will be included in the competitive Requests for Proposal (RFP) for the contractors working on the covered construction projects and the Developers seeking JD projects. Metro's responsibilities for monitoring compliance with the program will be included in the Metro budget as each new project is approved by the Board, and/or the annual Metro budget process.

### **ALTERNATIVES CONSIDERED**

The Board may choose not to adopt the renewal of the PLA and CCP, nor update the PLA and CCP to include JD policies. This is not recommended, as the success of the PLA/CCP program has had significantly positive impacts in the region and application of these policies is in keeping with Metro's commitment to ensure that construction jobs resulting from the investment in transit capital projects benefit disadvantaged communities. In addition, the recommended policy updates resulted from a proactive negotiation with the LA/OCBCTC and have been carefully vetted to ensure these are in keeping with the JD Program's commitment to promoting transit oriented communities.

### **NEXT STEPS**

Include the adopted and amended PLA/CCP in upcoming construction procurements with a construction value greater than \$2.5 million, and advertised after January 26, 2017, and additionally, apply to JD projects that meet the criteria described in the policy. Metro staff will post the updated policies on the relevant Metro web pages, provide notice to stakeholders through an e-blast, and include the policies in future JD solicitations.

### **ATTACHMENTS**

Attachment A: Updated Project Labor Agreement

Attachment B: Updated Construction Careers Policy

Attachment C: Updated Joint Development Policy

Attachment D: Letter of Support

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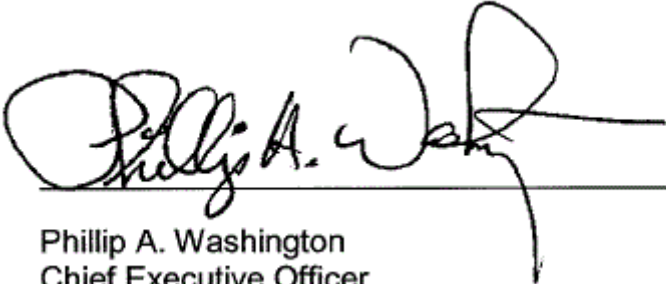
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Phillip A. Washington  
Chief Executive Officer

# ***PROJECT LABOR AGREEMENT***

***THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY***



***THE LOS ANGELES/ORANGE COUNTIES BUILDING AND  
CONSTRUCTION TRADES COUNCIL AFFILIATED WITH THE  
BUILDING & CONSTRUCTION TRADES DEPARTMENT (AFL/CIO)  
AND THE SIGNATORY CRAFT COUNCILS AND LOCAL UNIONS***



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PROJECT LABOR AGREEMENT  
LACMTA and LAOCBCTC

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Attachment “A” – Letter of Assent

Attachment “B” – Proposed Project List for Project Labor Agreements

Attachment “C” – ~~Memorandum of Understanding Testing Policy for Drug Abuse~~[Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy](#)

PURPOSE

The purpose of this Project Labor Agreement (Agreement) is to facilitate careers in the construction industry and to promote employment opportunities during the construction of the Capital Improvement Projects, including, but not limited to, Measure R ~~and Measure M Transit Projects and~~ Highway Projects, ~~and certain Joint Development (JD) Projects~~, awarded by the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), and to provide for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of the covered projects.

WHEREAS, the LACMTA is responsible for the design and construction of the covered projects; and

WHEREAS, the successful completion of the covered projects is of utmost importance to the LACMTA and the general public of the County; and

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

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

WHEREAS, the LACMTA has adopted a Construction Careers Policy, which encourages construction employment and training opportunities in ways calculated to mitigate the harms caused by geographically concentrated poverty, unemployment and underemployment in economically disadvantaged and extremely economically disadvantaged areas and among disadvantaged workers throughout the United States; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the LACMTA to maximize business opportunities for minority, women and other small business enterprises in LACMTA contracts; and

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

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

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

WHEREAS, the Contractors/Employers/~~Developers~~ and the Unions desire to mutually establish

and stabilize wages, hours and working conditions for the workers employed on this Project by the Contractors/Employers/Developers, and further, to encourage close cooperation among the Contractors/Employers/Developers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

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

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

WHEREAS, the Parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

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

**ARTICLE I**  
**DEFINITIONS**

1.1 “Agreement” means this Project Labor Agreement.

1.2 “Apprentice” as used in this Agreement shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards (“DAS”), or in the case of Projects with federal funding, approved by the US Department of Labor (“DOL”) and DAS.

1.3 “Community Area Resident” means a Local Resident whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area and is within a 5-mile radius of the covered project in question.

1.4 “Construction Careers Policy” means the policy and accompanying program approved by the LACMTA, which is incorporated by this reference into this Agreement.

1.5 “Construction Contract” means a contract to perform construction work on a covered project.

1.6 —“Contractor/Subcontractor/Employer/~~Developer~~” (C/S/E/D) ~~(1) C/S/E means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement. A C/S/E may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E is otherwise a party to any collective bargaining agreement.~~ ~~(2) D means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement and/or ground lease with LACMTA to build a PLA Project, or (b) has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement.~~

1.6 “Contractor/Subcontractor/Employer/Developer” (“C/S/E/D”) means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement and/or ground lease with LACMTA to build a JD PLA Project, or (b) has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement. A C/S/E/D may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E/D is otherwise a party to any collective bargaining agreement.”

1.7 “Core Worker” as used in this Agreement shall mean an employee whose name appeared on the ~~C/S/E/C/S/E/D~~ active payroll for sixty (60) of the one hundred (100) days immediately before the award of the Project Work to the ~~C/S/E/C/S/E/D~~ and meets all standards required by applicable local, state or federal law or regulation.

1.8 “Disadvantaged Worker” means an individual who, prior to commencing work on the project, resides in an Economically Disadvantaged Area or Extremely Economically Disadvantaged Area as defined in 1.9 and 1.10 below, and faces at least two of the following barriers to employment: (1) being homeless; (2) being a custodial single parent; (3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system (as more specifically described in Section 3.8 of the Construction Careers Policy); (6) suffering from chronic unemployment (as more specifically described in Section 3.28 of the Construction Careers Policy); (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan war; or (9) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.2 above.

1.9 “Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. Metro can, at its discretion, update the zip code list based on updated census data.

1.10 “Extremely Economically Disadvantaged Area” means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$32,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated by the parties upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey. Metro can, at its discretion, update the zip code list based on updated census data.

1.11 “Employment Hiring Plan” means the ~~C/S/EC/S/E/D~~s detailed hiring plan as described in LACMTAs Construction Careers Policy.

1.12 “Federally-Funded Project” means a Covered Project that is funded in whole or in part with funds received from the US Department of Transportation.

1.13 “Jobs Coordinator” means an independent third-party individual-, entity or employee with whom the Prime Contractor- or LACMTA enters into a contract or employs to facilitate implementation of the Targeted Hiring Requirements of this Agreement and the Policy. The Jobs Coordinator must be able to demonstrate or document to the LACMTA the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in the Construction Careers Policy.

1.14 ~~“~~Joint Administrative Committee” (JAC) means the committee established by Article XI of this Agreement to review the implementation of this Agreement.

1.15 “LACMTA” means the Los Angeles County Metropolitan Transportation Authority.

1.16 “Letter of Assent” means the document which formally binds each ~~C/S/EC/S/E/D~~ to adherence to all the forms, requirements and conditions of this Agreement that each ~~C/S/EC/S/E/D~~ (of any tier) must sign and submit to the LACMTA’s designated office prior to beginning any work covered by this Agreement, and a copy of which will be provided by the designated LACMTA office to the Council.

1.17 “Local Resident” means an individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in Los Angeles County.

1.18 “Local Targeted Worker” means a Local Resident, Community Area Resident or a Disadvantaged Worker whose primary place of residence is within Los Angeles County.

1.19 “National Targeted Worker” means (a) ~~A~~an individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in the United States; or (b) a Disadvantaged Worker.

1.20 “Project” or “Covered Project” means ~~(a) ~~†~~The~~ capital improvement construction projects, including, but not limited to, Measure R and Measure M Transit and Highway Projects awarded by the LACMTA, that are covered by this Agreement. Included Projects are listed in Attachment “A” hereto. Additional capital improvement construction projects with an individual construction contract value of \$2,500,000 or more will be added to the list of covered projects as they become known; and (b) Joint Development (JD) Projects.

1. A JD PLA Project is defined as a JD Project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by LACMTA through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:
  - a. A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
  - b. A residential only project that exceeds sixty (60) residential units; or
  - c. A commercial only project (retail office or hotel) that exceeds forty thousand (40,000) square feet of space.
2. The JD Project thresholds set forth in 1.20(b), 1(iii)a-c above, shall apply to the aggregate square footage and/or number of units for all work to be performed on a contiguous site as a JD Project as approved by the LACMTA Board. Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

1.21 “Project Work” means construction work performed in the construction of a Covered Project.

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

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

## **ARTICLE II**

### **SCOPE OF AGREEMENT**

2.1 Parties: Unless otherwise provided or limited herein, this Agreement shall apply to the LACMTA's ~~C/S/EC/S/E/D~~ entering into a Construction Contract for the Project, ~~C/S/EC/S/E/D~~s performing work or agreeing to perform work as subcontractors or otherwise in regards to the Construction Contract and the Los Angeles/Orange Counties Building and Construction Trades Council affiliated with the Building & Construction Trades Department (AFL/CIO), Craft Council and Local Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement (“Signatory Unions”).

2.2 Project Description: This Agreement shall apply to the Construction Contract as defined in Article 1 Section 1.5 above unless specifically excluded or limited in Article II, Section 2.4 below. This Agreement shall in no way limit the LACMTA's right to terminate, modify or rescind the Construction Contract and/or any related subcontract or agreement and the LACMTA has the sole discretion and right to combine, consolidate, cancel, terminate or take other action regarding the

Construction Contract or portions of the Construction Contract. Should the LACMTA remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction may, at the sole election of the LACMTA, be performed under the terms of this Agreement.

2.3 Project Labor Disputes: The provisions of this Agreement, including the Schedule A Agreements, (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement. Where a subject is covered by a provision in a Schedule A Agreement and not covered by this Agreement, the provision of the Schedule A Agreement shall prevail. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution by the dispute resolution procedures set forth herein.

2.4 Exclusions:

2.4.1 This Agreement shall only apply to the Construction Contract as defined in Article I, Section 1.5 above. Should the LACMTA remove or terminate any contract for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on the Project for such construction, the contract for construction may, at the sole election of the LACMTA, be performed under the terms of this Agreement.

2.4.2 This Agreement shall not apply to or govern the award of contracts by the LACMTA which are outside the approved scope of the Project and Construction Contract defined in Article 1, Section 1.5.

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

2.4.4 This Agreement shall not apply to a Contractor's/Employers non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by existing building and construction trades collective bargaining agreements).

2.4.5 This Agreement shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to project work.

2.4.6 This Agreement shall not apply to officers and employees of the LACMTA, nor

to work performed by or on behalf of other governmental entities and public utilities.

2.4.7 This Agreement shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any LACMTA project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by the LACMTA or any other governmental entity.

2.4.8 This Agreement shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built documentation, including, but not limited to, those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.

2.4.9 Notwithstanding the foregoing, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Testers (inspectors) are a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. Every Inspector performing under these classifications pursuant to a professional services agreement or a construction contract shall be bound to all applicable requirements of this Agreement. Covered work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded, but shall not cover quality assurance work performed by or on behalf of LACMTA. Notwithstanding the provisions of this sub-section, the LACMTA may engage consultants for limited periods of time in the event of an urgent need for specialized inspection services. The LACMTA must provide prior notice to the union that despite good faith efforts, it is unable to obtain qualified inspector(s) under the provisions of this Agreement. Such engagement shall be only to meet immediate and limited needs until such qualified inspectors working under the Agreement are available.

2.5 LACMTA and/or the ~~C/S/EC/S/E/Ds~~, as appropriate, have the absolute right to award contracts or subcontracts under this Agreement to any ~~C/S/EC/S/E/D~~ notwithstanding the existence or non-existence of any agreements between such ~~C/S/EC/S/E/D~~ and any Union parties, provided only that such ~~C/S/EC/S/E/D~~ is ready, willing and able to execute and comply with this Agreement should such ~~C/S/EC/S/E/D~~ be awarded work covered by this Agreement.

### **ARTICLE III**

#### **EFFECT OF AGREEMENT**

3.1 By executing this Agreement, the Unions and the LACMTA agree to be bound by each and every provision of this Agreement. This Agreement is not intended to supersede collective bargaining agreements between any of the Contractors/Employers/~~Developers~~ performing construction work on the Project and Union Signatory thereto except to the extent the provisions of this Agreement are inconsistent with such collective bargaining agreement, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the NTL Articles of Agreement, the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or the National Agreement of the International Unions of Elevator



Constructors and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, however, provisions of this Agreement dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all parties signatory hereto who are then currently employed or represented at the Project.

3.2 It is understood that this Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, the ~~C/S/EC/S/E/D~~ will not be obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

3.3 It is agreed that all ~~C/S/EC/S/E/D~~s of whatever tier, who have accepted the award of a Construction Contract or who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Exhibit A hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator 48 hours before the commencement of Project Work, or within 48 hours after the award of Project Work to that ~~C/S/EC/S/E/D~~, whichever occurs later. Further, Contractors not signatory to the established Joint Labor/Management Trust Fund Agreements, as described in the Schedule A Agreement(s) for the craft workers in their employ, shall sign a "subscription agreement" with the appropriate Joint Labor/Management Trust Funds covering the work performed under this agreement before work is commenced on the Project.

~~3.445~~ This Agreement shall only be binding on the signatory ~~C/S/EC/S/E/D~~s hereto in regards to the Construction Contract and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any ~~C/S/EC/S/E/D~~s or any other contract for construction or project to which this Agreement does not apply.

~~3.565~~ This Agreement shall be included as a general condition of the Construction Contract for the Project.

#### **ARTICLE IV** **WORK STOPPAGES AND LOCKOUTS**

4.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity for any reason by the Union, its applicable Local Union or by any employee, and there shall be no lockout by the Contractor. Failure of any Union, Local Union or employee to cross any picket line established at the Project site is a violation of this Article. Any damages resulting from any violation of this Agreement will be paid by the violating party.

4.2 The Union and its applicable Local Union shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Contractor's project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

4.3 The Unions agree that they shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site. If any Union is notified of any offsite work stoppage, strike, picketing or other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good efforts to cease such Project work disruption. Any such costs that economically and/or materially harm the LACMTA shall be borne by the affected Union and made payable to the LACMTA.

4.4 Neither the Union nor its applicable Local Union shall be liable for independent acts of employees for whom it has no responsibility. The International Union General President or Presidents will immediately instruct, order and use the best efforts of his office to cause the Local Union or Unions to cease any violations of this Article. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union, ~~the~~ the principal officer or officers of a Local Union will immediately instruct, order and use the best efforts of his office to cause the employees the Local Union represents to cease any violations of this Article. A Local Union complying with this obligation within two business days shall not be liable for unauthorized acts of employees it represents. The failure of the ~~C/S/EC/S/E/D~~ to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.5 Expiration of Local Agreements. If local, regional, and other applicable labor agreements expire during the term of this Agreement, it is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at any LACMTA project and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under such labor agreements or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two bases, both of which will be offered by the Unions involved to the Contractors/Employers affected:

4.5.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contracts may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts provided, however, that the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the

Union's interim agreement offered to Contractors/Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

4.5.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state and/or federal prevailing wage laws, if the Contractors affected by that contract agree to the following retroactivity provisions: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. An agreed labor agreement must not violate any requirements of state and/or federal prevailing wage laws. All parties agree that such affected ~~C/S/E/C/S/E/D~~ shall be solely responsible for any retroactive payment to its employees and that neither the LACMTA nor any other Contractor has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments, from any such Contractor.

4.5.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under 4.5.1 above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under 4.5.2 above. To decide between the two options, Contractors will be given one (1) week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractor in writing its specific offer of terms of the interim agreement pursuant to 4.5.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the option of 4.5.2.

4.6 Expedited Arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any party may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

4.6.1 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Joseph Gentile
2. Michael Rappaport
3. Walter Daugherty
4. Sara Adler
5. [Louis Zigman](#)
6. [John Kagel](#)

7. Fred Horowitz~~Mai Ling Bickner~~

The Parties agree these shall be the ~~five-seven~~ permanent Arbitrators under this procedure. In the event that none of the ~~five-seven~~ permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the ~~five-seven~~ permanent Arbitrators is available or of asking the permanent Arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute Arbitrator for this dispute. If any of the permanent Arbitrators ask to be relieved from their status as a permanent Arbitrator, the Parties shall mutually select a new permanent Arbitrator from the following list of arbitrators:

1. ~~John Kagel~~ Charles Askin
2. ~~Walter Dougherty~~ Phil Tamoush
3. William Rule

Selection shall be made by each party alternately striking from the foregoing list until one name remains who shall be the replacement permanent Arbitrator. Expenses incurred in arbitration shall be borne equally by the Union and the ~~C/S/EC/S/E/D~~ involved and the decision of the Arbitrator shall be final and binding on both Parties, provided, however, that the Arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the Arbitrator shall be by the most expeditious means available, including by telephone and by facsimile or telegram to the party alleged to be in violation and to the- Council and involved local Union if a Union is alleged to be in violation.

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

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

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

~~(5)~~ 4.6.5 Such decision may be enforced by any Court of competent jurisdiction upon the

filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's decision as issued under Section 4.6.4 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 decision shall be served on all Parties by hand or delivered by registered mail.

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

4.6.7 The fees and expenses incurred in arbitration shall be divided equally by the Parties to the arbitration, including Union(s) and the ~~C/S/EC/S/E/D~~(s) involved.

4.7 The procedures contained in Section 4.6 shall be applicable to alleged violations of Article IV to the extent any conduct described in Section 4.1 or 4.2 occurs on the Project. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article IV shall be resolved under the applicable grievance adjudication procedures for these other Articles.

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

4.8.1 fails to timely pay its weekly payroll; or

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

4.8.3 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

## **ARTICLE V** **NO DISCRIMINATION**

5.1 Consistent with Executive Order 11246 and applicable federal and state law and

regulation, the ~~C/S/EC/S/E/Ds~~ and Unions agree not to engage in any form of discrimination on the ground of, or because of, race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, medical condition, political affiliation, or membership in a labor organization in hiring and dispatching workers for the project.

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

#### **ARTICLE VI** **UNION SECURITY**

6.1 The ~~C/S/EC/S/E/Ds~~ recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

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

#### **ARTICLE VII** **REFERRAL**

7.1 The ~~C/S/EC/S/E/Ds~~ recognize that the Unions shall be the primary source of all craft labor employed on the Construction Contract for the Project. The Unions will exert their best efforts to recruit and identify individuals, particularly Local or National Targeted Workers, as well as those referred by the Jobs Coordinator, for entrance or reentrance into the labor/management apprenticeship programs, and to assist individuals in qualifying and becoming eligible for such programs. ~~C/S/EC/S/E/Ds~~ utilizing core employees shall follow the procedures outlined below:

7.1.1 The ~~C/S/EC/S/E/D~~ worker shall be considered a Core Worker for the purposes of this Article if the employee's name appeared on the ~~C/S/EC/S/E/D~~'s active payroll for sixty (60) of the one hundred (100) days immediately before the award of the Project Work to the ~~C/S/EC/S/E/D~~ and meets the required definition of 1.7 above,

7.1.2 Each ~~C/S/EC/S/E/D~~ shall identify Core Workers in their Employment Hiring Plan and shall provide payroll records evidencing the worker's qualification as a Core Worker upon request by LACMTA or any other party to this Agreement. The number of Core Workers on the Project for ~~C/S/EC/S/E/Ds~~ covered by this Agreement shall be governed by the following procedure: one Core Worker shall be selected and one worker from the

hiring hall of the affected trade or craft and this process shall repeat until such ~~C/S/EC/S/E/D~~'s requirements are met or until such ~~C/S/EC/S/E/D~~ has hired five (5) such Core Workers for that craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the applicable hiring hall list. In the event of a reduction-in-force or layoff, such will take place in a manner to assure that the number of remaining Core Workers in the affected craft does not exceed, at any time, the number of others working in that craft who were employed pursuant to other procedures available to the ~~C/S/EC/S/E/D~~ under this Agreement. This provision applies only to ~~Employees C/S/EC/S/E/Ds~~ not currently working under a current master labor agreement and is not intended to limit transfer provisions of current master labor agreements of any trade. 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, of the signatory union prior to said employee's first day of employment at the project site.

7.2 ~~C/S/EC/S/E/Ds~~ shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the signatory Unions when such procedures are not in violation of state or federal law or in conflict with provisions set forth in this Agreement.

7.3 In the event that referral facilities maintained by the unions are unable to fill the requisition of a ~~C/S/EC/S/E/D~~ for Local or National Targeted Workers within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), the ~~C/S/EC/S/E/D~~ shall be free to obtain Local or National Targeted Workers from any source. If the Union's registration and referral system does not fulfill the requirements for specific classifications of covered classifications requested by any ~~C/S/EC/S/E/D~~ within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that ~~C/S/EC/S/E/D~~ may use employment sources other than the union registration and referral services, and may employ any applicants meeting such standards from any other available source. The contractor shall inform the Union of any applicants hired from other sources within 48 hours of such applicant being hired, and such applicants shall immediately register with the appropriate hiring hall, if any.

7.3.1 The ~~C/S/EC/S/E/Ds~~ must document all efforts made to comply with the targeted hiring process to locate and hire Local Targeted Workers and National Targeted Workers.

7.3.2 The ~~C/S/EC/S/E/D~~ shall inform the Unions, Job Coordinator and LACMTA of the name, address, worker craft classification and social security number of any worker hired from other sources upon their employment on the Project(s).

7.3.3 No Local or National Targeted Worker, having been pre-screened and /or pre-qualified by the Jobs Coordinator, and employed by the ~~C/S/EC/S/E/D~~ to work on the Project, shall be required to participate in any Joint Labor/Management "boot camp" or pre-apprentice program that will unnecessarily delay the Targeted Local or National Worker's start of work or cause said worker's termination due to having to participate in such "boot camps" or pre-apprentice programs.

7.4 Unions will be required to recruit sufficient numbers of skilled craft persons to fulfill the

requirements of the Contractors/Employers.

#### 7.5 Covered Projects Other Than Federally-Funded Projects

7.5.1 On Covered Projects other than Federally-Funded Projects, the Unions will make every effort to recruit Local Targeted Workers and to refer and utilize Local Targeted Workers on the Project. The ~~C/S/EC/S/E/Ds~~ shall submit written documentation to the LACMTA on a quarterly basis, or as required by LACMTA, which sets forth the steps taken by the ~~C/S/EC/S/E/Ds~~ to recruit, refer and utilize qualified Local Targeted Workers recruited by the Unions and referred to or utilized on the Project. ~~C/S/EC/S/E/Ds~~ shall comply with LACMTA instructions to request Local Targeted Workers from particular Economically Disadvantaged Areas. In recognition of LACMTA policy to utilize Local Targeted Workers, the Unions and ~~C/S/EC/S/E/Ds~~ agree that as long as they possess the requisite skills and qualifications, Local Targeted Workers, with priority given to Community Area Residents, shall be first referred for Project work, including journeypersons and apprentices.

7.5.2 On Covered Projects other than Federally-Funded Projects, the ~~C/S/EC/S/E/Ds~~ and Unions are responsible for ensuring that the following Targeted Hiring Requirements are met.

(a) A minimum of 40% of all hours of Project Work shall be performed by Local Targeted Workers, with priority given to Community Area Residents. For any hour of Project Work for which the ~~C/S/EC/S/E/D~~ seeks to meet this requirement, the ~~C/S/EC/S/E/D~~ and Unions must first refer Community Area Residents. After Unions and ~~C/S/EC/S/E/Ds~~ have exhausted the available pool of Community Area Residents, they may refer any Local Residents from Extremely Economically Disadvantaged Areas in Los Angeles County; when the ~~C/S/EC/S/E/Ds~~ have exhausted the available pool, they must refer Local Residents from Economically Disadvantaged Areas in Los Angeles County.

(b) A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers whose primary place of residence is within Los Angeles County.

(c) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's DAS approved apprenticeship standards. The parties agree that Local Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.

7.5.3 In determining compliance with the targeted hiring requirements of Section 7.5.2 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation. These hiring provisions may be utilized on covered Federal-funded projects if approved, or allowed, by the Federal-funding entity.



7.5.4 Apprentice Hiring Requirements for Covered Projects other than Federally-Funded Projects.

- (a) All ~~C/S/EC/S/E/D~~s performing Project Work will make every effort to employ the maximum number of Apprentices allowed by State Law.
- (b) The LACMTA will seek to make available through this Agreement or other means, significant apprenticeship opportunities for Local Targeted Workers, consistent with Section 7.5(1) above.
- (c) Any apprentice must come from an apprenticeship program as defined in 1.2 above.
- (d) Unions shall track retention of Apprentices hired under the Policy through completion of the Project Work. The signatory unions shall collect the tracking information and shall submit quarterly retention reports to the LACMTA in the agreed-upon format.
- (e) If, in response to the ~~C/S/EC/S/E/D~~'s request, the applicable Union is not able to refer an apprentice from a specific Economically Disadvantaged Areas or Extremely Economically Disadvantaged Area in Los Angeles County, the Union will indenture a new apprentice from that Area and the ~~C/S/EC/S/E/D~~ shall act as employer-sponsor for such apprentice, consistent with Section 7.5(1) and cover 25% of sponsorship fees for any such Apprentice hired. The amount covered by the ~~C/S/EC/S/E/D~~ may be paid to the new Apprentice over the first three (3) paychecks.
- (f) The ~~C/S/EC/S/E/D~~ shall provide to the LACMTA, information regarding any reasons given by apprenticeship programs for not accepting Contractor-referred Local Targeted Workers into apprenticeship programs.
- (g) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Each ~~C/S/EC/S/E/D~~ shall provide adequate proof evidencing the worker's qualification as a journeyman.

7.6 Covered Federally-Funded Projects

7.6.1 On Federally-Funded Projects, the Unions will make every effort to recruit National Targeted Workers and to refer and utilize National Targeted Workers on the

Project. The ~~C/S/EC/S/E/Ds~~ shall submit written documentation to LACMTA on a quarterly basis, or as required by LACMTA, which sets forth the steps taken by the ~~C/S/EC/S/E/Ds~~ to recruit, refer and utilize qualified National Targeted Workers recruited by the Unions and referred to or utilized on the Project. In recognition of LACMTA's policy to utilize National Targeted Workers, the Unions and Contractors/Employers agree that as long as they possess the requisite skills and qualifications National Targeted Workers shall be first referred for Project work, including journeypersons and apprentices.

7.6.2 On Federally-Funded Projects, the ~~C/S/E/Ds/Es~~ and Unions are responsible for ensuring that the following Targeted Hiring Requirements are met.

(a) A minimum of 40% of all hours of Project Work shall be performed by National Targeted Workers, with priority given to residents of Extremely Economically Disadvantaged Areas in the United States. For any hour of Project Work for which the ~~C/S/EC/S/E/D~~ seeks to meet this requirement, the ~~C/S/EC/S/E/D~~ and Unions must first refer residents of Extremely Economically Disadvantaged Areas in the United States. After Unions and ~~C/S/EC/S/E/Ds~~ have exhausted the available pool of residents of Extremely Economically Disadvantaged Areas, they may refer any National Targeted Worker.

(b) A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers who are residents of the United States.

(c) At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's DAS approved apprenticeship standards. The parties agree that National Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.

7.6.3 Apprentice Hiring Requirements on Federally Funded Projects

(a) All Contractors/Employers performing Project Work will make every effort to employ the maximum number of Apprentices allowed by State Law.

(b) The LACMTA will seek to make available through this Agreement or other means, significant apprenticeship opportunities for National Targeted Workers, consistent with Section 7.6(1) above.

(c) Any apprentice must come from an apprenticeship program as defined in 1.2 above.

(d) Unions shall track retention of Apprentices hired under the Policy through completion of the Project Work. The signatory unions shall collect the tracking information and shall submit quarterly retention reports to the LACMTA in the agreed upon format.

(e) If the applicable Union is not able to refer an apprentice from a specific Extremely Economically Disadvantaged Area or Economically Disadvantaged Area in the United States, the Union will indenture a new apprentice from that Area and the ~~C/S/EC/S/E/D~~ shall act as employer-sponsor for such apprentice, consistent with Section 7.5(1) and cover 25% of sponsorship fees for any such Apprentice hired. The amount covered by the ~~C/S/EC/S/E/D~~ may be paid to the new Apprentice over the first three (3) paychecks.

(f) The ~~C/S/EC/S/E/D~~ shall provide to the LACMTA, information regarding any reasons given by apprenticeship programs for not accepting Contractor-referred National Targeted Workers into apprenticeship programs.

(g) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Each ~~C/S/EC/S/E/D~~ shall provide adequate proof evidencing the worker's qualification as a journeyman.

7.7 The Disadvantaged Workers will be referred to the Unions from the Jobs Coordinator qualified to perform construction jobs coordination and related services. The Jobs Coordinator shall pre-screen and/or pre-qualify any applicant prior to referral to the Unions. Drug screening will be a prerequisite to employment. As referenced in 1.8 above, Disadvantaged Workers must meet at least two of the following criteria:

- a. Being homeless;
- b. Being a custodial single parent;
- c. Receiving public assistance;
- d. Lacking a GED or high school diploma;
- e. Having a criminal record or other involvement with the criminal justice system (as more specifically described in Section 3.8 of the Construction Careers Policy);
- f. Suffering from chronic unemployment (as more specifically described in the Section 3.28 of the Construction Careers Policy);
- g. Emancipated from the foster care system;
- h. Veteran of the Iraq/Afghanistan war;
- i. An apprentice with less than 15% of the required graduating apprenticeship hours

in a program as described in Article 1.2.

For the applicant to qualify under this program, the Jobs Coordinator shall verify the presence of any two criteria listed above.

7.7 The ~~C/S/EC/S/E/D~~ shall be the sole judge of the qualifications of any employee including those referred to the ~~C/S/EC/S/E/D~~ by any source.

7.8 There shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory precast, prefabrication or preassembled materials, tools or other labor saving device.

7.9 Helmets to Hardhats:

7.9.1 The ~~C/S/EC/S/E/Ds~~ 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 trades industry. The ~~C/S/EC/S/E/Ds~~ and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" Program to serve as a resource for preliminary orientation, assessment of the construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

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

7.10 ~~C/S/EC/S/E/Ds~~ agree to only use the Craft Request Form (Exhibit B) and the procedures written therein to request any and all workers from Unions with a concurrent transmittal of such request to the Jobs Coordinator, including workers qualified as Local Targeted Workers, National Targeted Workers, and/or general dispatch.

7.11 When Local Targeted Workers or National Targeted Workers are requested by a ~~C/S/EC/S/E/D~~, the Unions will refer such workers regardless of their place in the Union hiring halls' list and normal referral procedures.

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

7.13 The ~~C/S/EC/S/E/Ds~~, Unions and Jobs Coordinator agree to maintain copies of all Craft Request Forms used on the Project submitted or received including transmission verification reports that are date/time imprinted, until the project on which such workers is completed. All Craft Request Forms and transmission verification reports shall be available for inspection and copies provided, upon request by LACMTA.

**ARTICLE VIII**  
**WAGES & BENEFITS**

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the C/S/EC/S/E/D the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the C/S/EC/S/E/D shall pay that rate as of its effective date under the law. Notwithstanding Section 2.3, this Agreement does not relieve C/S/EC/S/E/Ds from any independent contractual or other obligation they may have to pay wages in excess of the prevailing wage rate as required.

8.2 C/S/EC/S/E/D shall pay contributions to the established employee benefit funds in the amounts designated by the Unions and make all employee-authorized deductions in the amounts designated by the Unions; provided, however, that the C/S/EC/S/E/D and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the C/S/EC/S/E/D on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding Section 2.3, C/S/EC/S/E/Ds directly signatory to one or more of the Schedule A Agreements are required to make all contributions set forth in those Schedule A Agreements without reference to the forgoing. The LACMTA shall not be liable for determining the level of contributions, deductions or payments for benefits and the LACMTA shall not be liable for or required to make contributions, deductions or payments for benefits in excess of or different from those set forth in the prevailing wage determinations.

8.3 Each C/S/EC/S/E/D adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s), to the extent said trust agreements are consistent with this Agreement, specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for the C/S/EC/S/E/D's employees. Each C/S/EC/S/E/D authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor/ Employer. C/S/EC/S/E/Ds further agree to sign the applicable trust agreement "subscription" agreement(s) if required by the Craft Union on behalf of the Craft employees in order to make the employee contributions to the pension, annuity, health and welfare, vacation, apprenticeship, training trusts, etc.

**ARTICLE IX**  
**COMPLIANCE**

9.1 It shall be the responsibility of the C/S/EC/S/E/Ds and the Unions to investigate and monitor compliance with the provisions of this Agreement. The LACMTA may designate a representative to monitor and investigate issues related to this Agreement including, but not limited to, the prevailing wage requirements and the Construction Careers Policy.

**ARTICLE X**  
**DISPUTE RESOLUTION PROCEDURE**

10.1 This Agreement is intended to provide close cooperation between management and labor.

Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

10.2 The ~~C/S/EC/S/E/D~~s, Unions, and the employees, collectively and individually, realize the importance to all Parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

10.3 Any question or dispute by or between a ~~C/S/EC/S/E/D~~ and/or a Union and arising out of and during the term of this Agreement, other than disputes arising under Article IV (Work Stoppages and Lockouts, Article XII (Jurisdictional Disputes) and Article XIII (Employee Grievance Procedure) shall be considered a grievance and subject to resolution under the following procedures:

Step 1: Within five (5) business days after notice of the dispute, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved ~~C/S/EC/S/E/D~~ shall meet and attempt to resolve the dispute.

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

Step 3: In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, either party may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the parties met with the JAC. An arbitrator shall be selected by the parties to the grievance from the following list of permanent arbitrators: (1) Joseph Gentile, (2) Michael Rappaport, (3) Walter Daugherty, (4) Sara Adler, ~~and (5) Mei-Ling Bickner~~ Louis Zigman, (6) John Kagel, and (7) Fred Horowitz. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

10.4 The LACMTA shall be notified of all actions at Steps 2 and 3 and shall, upon its request, be permitted to participate in all proceedings at these steps. The LACMTA, in its sole and absolute

discretion, may elect to utilize the procedures the set forth herein for addressing issues of concern to LACMTA arising under this Agreement.

10.5 The time limits specified in any step of the Dispute Resolution Procedure set forth in Section 10.3 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the dispute procedure. However, failure to process a dispute, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice, or without precedent to the processing and/or resolution of like or similar disputes.

10.6 In order to encourage the resolution of disputes at Steps 1 and 2 of the dispute procedure, the parties agree that any settlements made during such steps, shall not be precedent setting.

10.7 The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and ~~C/S/EC/S/E/D~~(s) involved.

#### **ARTICLE XI** **JOINT ADMINISTRATIVE COMMITTEE**

11.1 The Parties to this Agreement shall establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of one (1) representative of the LACMTA Construction Manager; one (1) representative of the LACMTA Administrative Services; one (1) representative of the prime contractor, and three (3) representatives of the signatory Unions to be appointed by the Council established to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

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

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

#### **ARTICLE XII** **JURISDICTIONAL DISPUTES**

12.1 The assignment of work will be solely the responsibility of the ~~C/S/EC/S/E/D~~ performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the Plan) or any successor Plan.

12.2 All Jurisdictional Disputes on this Project, between or among Building and Construction Trades Unions and ~~C/S/EC/S/E/D~~s shall be settled and adjusted according to the present Plan established

by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the ~~C/S/EC/S/E/Ds~~ and Unions. A decision shall not award back pay or any other damages for a misassignment of work, nor may any party bring an independent action for back pay or any other damages based upon a decision of an Arbitrator, except that a party may seek back pay or damages for a period of non-compliance with an Arbitrator's decision from any party that fails to comply with such decision within seven (7) business days of the issuance of the Arbitrator's decision.

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

~~12.43~~ All Jurisdictional Disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the ~~C/S/EC/S/E/D's~~ assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

### **ARTICLE XIII** **EMPLOYEE GRIEVANCE PROCEDURE**

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

### **ARTICLE XIV** **MANAGEMENT RIGHTS**

14.1 The ~~C/S/EC/S/E/Ds~~ retain full and exclusive authority for the management of their operations. This includes, but is not limited to, the right to direct their working force and to establish coordinated working hours and starting times, which shall not be in conflict with the Schedule A Agreements.

14.2 There shall be no limit on production by workers or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The ~~C/S/EC/S/E/Ds~~ may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the work. Restrictive practices not a part of the terms and conditions of this Agreement will not be recognized.

14.3 The ~~C/S/EC/S/E/D~~ shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The ~~C/S/EC/S/E/D~~ shall have the absolute right to hire, promote, suspend, discharge or lay off employees at their discretion and to reject any applicant for employment, subject to the provisions of the respective craft collective bargaining agreement between



the particular ~~C/S/EC/S/E/D~~ and Union and pursuant to this Agreement.

14.4 Nothing in this Agreement shall be construed to limit the right of any of the ~~C/S/EC/S/E/D~~s to select the lowest bidder he deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. Contractors shall have the absolute right to award contracts or subcontracts for Project Work to any qualified contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties hereto, provided only that such contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such contractor be awarded work covered by this Agreement. The right of ultimate selection remains solely with the ~~C/S/EC/S/E/D~~ in accordance with the Construction Contract or Inspection Services Contract.

14.5 It is recognized that certain materials, equipment and systems of a highly technical or technological and specialized nature will have to be installed at the Project. The nature of the materials or the nature of the equipment and systems, together with requirements of manufacturer's warranty, dictate that it be prefabricated, pre-piped, prewired and/or installed under the supervision and direction of the LACMTA's ~~C/S/EC/S/E/D~~'s and/or manufacturer's personnel. The Unions agree that such materials, equipment and systems may be installed under the supervision and direction of the LACMTA representative, the ~~C/S/EC/S/E/D~~'s or the manufacturer's personnel. The Unions agree that such materials, equipment and systems shall be installed without the occurrence of any conduct described in Sections 4.1 and 4.2.

#### **ARTICLE XV** **SAFETY, PROTECTION OF PERSON AND PROPERTY**

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

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

15.3 The Parties acknowledge that the LACMTA and ~~C/S/EC/S/E/D~~ have a policy, which prohibits the use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while on the LACMTA's premises. Additionally, the ~~C/S/EC/S/E/D~~ has a "drug free" work place policy, which prohibits those working on the Project from having a level of alcohol in their system, which could indicate impairment, and/or any level of controlled substances (i.e., illegal drugs) in their system.

15.4 To that end, the Parties agree [to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto that the Labor/Management Memorandum of Understanding \(MOU\) on Drug Abuse Prevention and Detection negotiated with the various General Contractor Associations and the Basic Trades' Unions](#)

~~(Titled Memorandum of Understanding Testing Policy for Drug Abuse; International Union of Operating Engineers Local Union No. 12; Revised June 2009~~ as shown in Exhibit (C), which shall be the policy and procedure utilized under this agreement.

#### **ARTICLE XVI** **SAVINGS CLAUSE**

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

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

16.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the LACMTA from complying with all or part of its provisions, no ~~C/S/EC/S/E/D~~ or Union would be bound by the provisions of Article IV. The Unions and their members shall remain bound to Article IV with respect to all ~~C/S/EC/S/E/D~~s who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such ~~C/S/EC/S/E/D~~.

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

#### **ARTICLE XVII** **PRE-JOB CONFERENCE**

17.1 Each ~~C/S/EC/S/E/D~~ will conduct a pre-job conference with the appropriate affected Union(s) and the Council prior to commencing work. The ~~C/S/EC/S/E/D~~ shall notify the Council ten (10) days in advance of all such conferences. Subcontractors of all tiers will be advised in advance of all such conferences and shall participate. All work assignments should be disclosed by the ~~C/S/EC/S/E/D~~ at a pre-job conference held in accordance with industry practice. Should a Union dispute a work assignment which has been disclosed and discussed at the pre-job meeting with the Union Representative present, it shall proceed to file a claim with the Plan pursuant to Article XII of this Agreement. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the ~~C/S/EC/S/E/D~~ intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the ~~C/S/EC/S/E/D~~ must notify the appropriate affected craft union(s) prior to the commencement of work. If any Union has a dispute over

such changed or newly discovered assignment, such Union shall proceed to file a claim with the Plan pursuant to Article XII of this Agreement.

**ARTICLE XVIII**  
**STEWARD**

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

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

**ARTICLE XIX**  
**TERM**

19.1 The Agreement shall continue in full force and effect for a period of ~~five-ten~~ (105) years from the date of execution by all parties hereto. The Agreement may subsequently be extended by written amendment if agreed to by the parties.

19.2 The Agreement shall continue in full force and effect for each covered Project until a certificate of substantial completion has been issued to the contractor by the LACMTA. Either party desiring to renew, extend or to negotiate changes to this Agreement upon expiration, shall make such intention known to the other party by written notice thereof not less than six (6) months prior to the expiration of this Agreement.

19.3 Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

**ARTICLE XX**  
**RESPONSIBILITY FOR COSTS**

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

**ARTICLE XXI**  
**MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

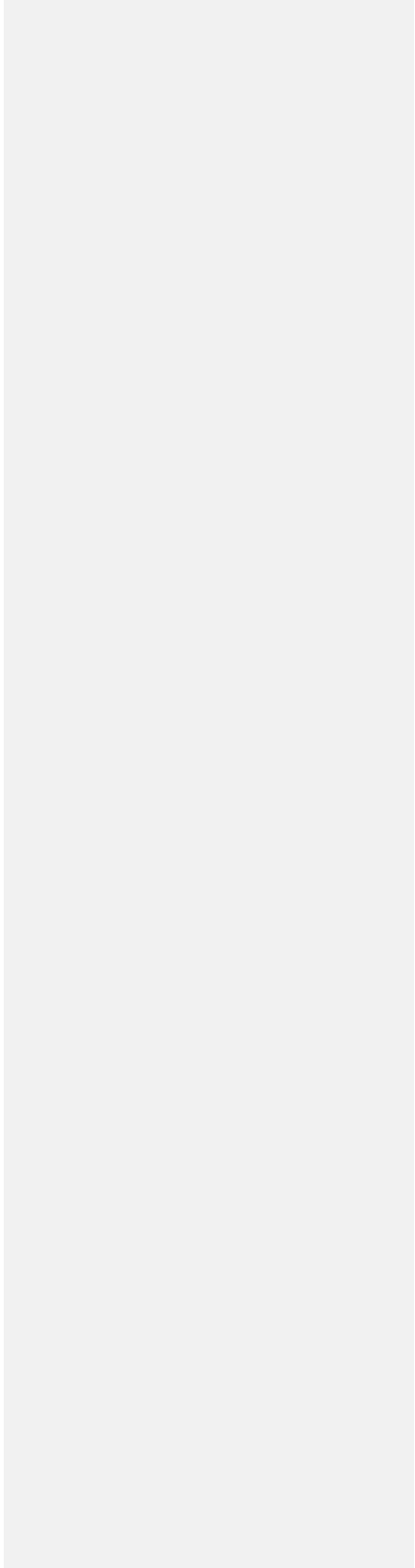
**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
~~Arthur T. Leahy~~ Phillip A. Washington  
Chief Executive Officer

**LOS ANGELES/ORANGE COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
~~Robbie Hunter~~ Ron Miller  
Executive Secretary  
Los Angeles/Orange County Building  
And Construction Trades Council

|



|

**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) \_\_\_\_\_

Gunite Workers (Local 345) \_\_\_\_\_

Iron Workers (Reinforced – Local 416) \_\_\_\_\_

~~Iron Workers (Structural – Local 433) \_\_\_\_\_~~

~~Laborers (Local 300) \_\_\_\_\_~~

~~District Council of Laborers \_\_\_\_\_~~

~~Laborers (Local 1309) \_\_\_\_\_~~

~~Laborers (Local ~~1380~~2) \_\_\_\_\_~~

~~Operating Engineers (Local 12) \_\_\_\_\_~~

~~Operating Engineers (Local 12) \_\_\_\_\_~~

~~Operating Engineers (Local 12) \_\_\_\_\_~~

Painters & Allied Trades DC 36 \_\_\_\_\_

Pipe Trades (Local 250) \_\_\_\_\_

Pipe Trades (Local 345) \_\_\_\_\_

Pipe Trades (Plumbers Local 78) \_\_\_\_\_

Pipe Trades (Plumbers/Fitters Local 398) \_\_\_\_\_

~~Pipe Trades (Plumbers/Steamfitters Local 494) \_\_\_\_\_~~

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)

Southwest Regional Council of Carpenters

Teamsters (Local 986)

~~Tile, Marble & Terrazo Layers (Local 18)~~

ATTACHMENT A – LETTER OF ASSENT

COMPANY LETTERHEAD

METRO OFFICIAL / OFFICE

PROJECT NAME: \_\_\_\_\_

Dear \_\_\_\_\_:

This is to certify that the undersigned ~~Contractor/Subcontractor/Employer~~ ~~Contractor/Subcontractor/Employer/Developer~~ (C/S/EC/S/E/D) has read and understood the Project Labor Agreement (PLA) entered into between the Los Angeles County Metropolitan Transit Authority (LACMTA) and signatory Building and Construction Trades Councils and Unions dated \_\_\_\_ and the LACMTA Construction Careers Policy (Policy). The undersigned ~~C/S/EC/S/E/D~~ hereby agrees to comply with all of the terms and conditions of the aforementioned duly signed PLA and Policy.

The undersigned ~~C/S/EC/S/E/D~~ acknowledges that compliance with the provisions of Article VII relating to Targeted Disadvantaged Workers, Workforce Referral and Development and Apprenticeship Participation are of particular importance.

It is understood that the signing of the Letter of Assent shall be as binding on the undersigned ~~C/S/EC/S/E/D~~ as though the ~~C/S/EC/S/E/D~~ had signed the PLA and shall require all its subcontractors, of whatever tier, to become similarly bound for all work within the scope of this PLA and the Policy.

This further certifies (per Articles 1.9, III & the Policy) that the undersigned ~~C/S/EC/S/E/D~~ understands that the submission of this Letter of Assent and employment hiring plan will be required prior to the commencement of any work in relation to this contract. Non-submittal of this letter and all required hiring plan documentation may preclude the ~~C/S/EC/S/E/D~~ from being approved to work on this project.

This Letter of Assent shall become effective and binding upon the undersigned ~~C/S/EC/S/E/D~~ as of below date of execution, and shall remain in full force and effect until the completion of the above stated project.

Sincerely,  
(Name of Construction Company)

By: \_\_\_\_\_  
(Name and Title of Authorized Executive)

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

\_\_\_\_\_  
(Contractor's State License No.)



**ATTACHMENT B – PROJECT LIST FOR PROJECT LABOR AGREEMENTS**

<b>Line</b>	<b>CP#</b>	<b>Project Title</b>	<b>Authorized / Proposed Life-of-Project (000's)</b>	<b>Estimated Construction Start</b>	<b>Estimated Completion Year</b>
1	865512	Crenshaw/LAX Transit Corridor	1,749,000	2012	2018
2	465521	East San Fernando Valley North/South Rapidways	170,000	2012	2018
3	202210	Underground Storage Tank Replacement	7,500	2012	2015
4	204118	Rail Gates Monitoring Center	5,080	2013	2014
5	204117	Vertical Systems Modernization Program - Elevator Installations	8,000	2013	2015
6	205092	Systemwide Corrosion Protection System Replacement	13,000	2013	2015
7	204122	Metro Orange Line to Metro Red Line North Hollywood Station West Entrance	17,000	2013	2015
8	202306	Bus Facility Deferred Maintenance, Improvements and Enhancements	21,231	2013	2016
9	204121	Rail Station Refurbishments	21,500	2013	2017
10	202307	Division 2 Maintenance Building Renovation and Facility Upgrade Project	42,575	2013	2017
11	202317	Patsaouras Plaza Station Improvements	215,771	2013	2014
12	860228	Regional Connector Transit Corridor Project	1,366,000	2013	2019
13	865518	Westside Subway Extension Transit Corridor Project (Phase I to La Cienega)	2,331,000	2013	2019
14	861301	Division 22 Light Rail Vehicle Paint & Body Shop (Expo II)	11,000	2014	2015
15	202C	Escalator Replacement/Modernization at Metro Red Line Pershing Square Station	12,500	2014	2016
16	TBD	Wilshire Boulevard Bus Rapid Transitway	124,000	2018	2022
17	TBD	New Bus Division	150,000	2018	2022
		<b>Total</b>	<b>6,265,157</b>		

**LOS ANGELES/ORANGE COUNTIES**  
**BUILDING AND CONSTRUCTION TRADES COUNCIL**  
**APPROVED**  
**DRUG AND ALCOHOL TESTING POLICY**

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

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

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

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

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

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

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

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

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

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

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug 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/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer 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 as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

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

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

- a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
- b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;
- c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
- d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.
- e. Only two periodic tests may be performed in a twelve month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.
8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.
9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected and the parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.
11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.
13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

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

\* SAMHSA specified threshold

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

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

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT  
TESTING POLICY FOR DRUG ABUSE

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

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

**Construction Trade Unions Contact Numbers**

**Asbestos Heat & Frost Insulators (Local 5)**

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

**Boilermakers (Local 92)**

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

**Bricklayers & Allied Craftworkers (Loc. 4)**

~~11818 Clark St~~~~12921 Ramona Blvd.~~, Suite ~~AF~~  
~~Arcadia~~~~Irwindale~~, CA 91706  
Tel: (626) ~~739-5600~~~~573-0032~~  
Fax: (626) ~~739-5610~~~~573-5607~~

**Cement Masons #500**

1605 N. Susan St.  
Santa Ana, CA 92703  
Tel: (714) 554-0730  
Fax: ~~(714) 265-0780~~

**Cement Masons #600**

5811 Florence Avenue  
Bell Gardens, CA 90201-4610  
Tel: (323) 771-0991  
Fax: ~~(323) 771-2631~~

**Electricians (Local 11)**

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

**Elevator Constructors (Local 18)**

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

**Gunite Workers (Local 345)**

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

**Iron Workers (Reinforced – Local 416)**

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

**Iron Workers (Structural – Local 433)**

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

**Laborers Local #300**

~~2005 W. Pico Blvd.~~  
~~515 S. Shatto Place~~  
Los Angeles, CA 900206  
Tel: (213) 385-3550  
Fax: ~~(213) 385-6985~~

**Laborers Local #1309507**

3919 Paramount Blvd.  
Lakewood, CA 90712  
Tel: (562) 421-9346  
Fax: (562) 421-5964

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

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

**Operating Engineers (Local 12)**

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

**Painters & Allied Trades DC 36**

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

**Pipe Trades (Local 250)**

*Steamfitters/Air Conditioning/  
Refrigeration / Industrial Pipefitters*  
18355 S. Figueroa St.  
Gardena, CA 90248  
*Steamfitters:* Tel: (310) 660-0035  
Fax: (310) 329-2465  
*AC/Refrig.* Tel: (310) 660-0045  
FAX: (310) 329-2465

**Pipe Trades (Local 345)**

*Landscape, Irrigation, Underground &  
Specialty Piping*  
1430 Huntington Dr.  
Duarte, CA 91010  
Tel: (626) 357-9345  
Fax: (626) 359-0359

**Pipe Trades (Plumbers Local 78)**

1111 W. James M. Wood Blvd.  
Los Angeles, CA 90015  
Tel: (213) 688-9090  
Fax: (213) 627-4624

**Pipe Trades (Plumbers / Fitters – Local 398)**

~~8590 Utica Ave~~~~4959 Palo Verde St.~~, Suite 200-  
€  
~~Rancho Cucamonga~~~~Montclair~~, CA 917630  
Tel: (909) 625-2493  
Fax: (909) 626-4620

**Pipe Trades (Plumbers / Steamfitters Local 494)**

~~1042 East Wardlow Road~~  
~~Long Beach, CA 90807~~  
~~Tel: (562) 490-4717~~  
~~Fax: (562) 490-4715~~

**Pipe Trades (Plumbers / Fitters – Local 761)**

1305 N. Niagra Street  
Burbank, CA 91505  
Tel: (818) 843-8670  
Fax: (818) 843-5209

**Pipe Trades (Sprinkler Fitters – Local 709)**

12140 Rivera Road  
Whittier, CA 90606  
Tel: (562) 698-9909  
Fax: (562) 698-7255

**Plaster Tenders (Local 1414)**

18 Rancho Camino Dr.  
Pomona, CA  
Tel: 909-622-8500  
~~Fax: (623-5244)~~

**Plasterers (Local 200)**

*Plasterers*  
1610 W. Holt Ave.  
Pomona, CA 91768  
Tel: (909) 865-2240  
Fax: (909) 865-9392

**Roofers & Waterproofers (Local 36)**

5380 Poplar Blvd.  
Los Angeles, CA 90032  
Tel: (323) 222-0251  
Fax: (323) 222-3585

**Sheet Metal Workers (Local 105)**

2120 Auto Centre Dr., Suite 105  
Glendora, CA 91740  
Tel: (909) 305-2800  
Fax: (909) 305-2822

**Teamsters (Local 986)**

1198 Durfee Avenue  
So. El Monte, CA 91733  
Tel: (626) 350-9860



| Fax: (626) 448-0986

| **File, Marble & Terrazo Lavers (Local 18)**  
9732 E. Garvey Ave., Suite 200

So. El Monte, CA 91733

Tel: (626) 329-0369

Fax: (626) 329-0374



Los Angeles County  
Metropolitan Transportation Authority

**Metro**

## GENERAL MANAGEMENT Construction Careers Policy

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### POLICY STATEMENT

The Los Angeles County Metropolitan Transportation Authority's (LACMTA) Construction Careers Policy (CCP) encourages construction employment and training opportunities in ways calculated to mitigate the harms caused by geographically concentrated poverty and unemployment in economically disadvantaged areas and among disadvantaged workers throughout the United States. This policy identifies the minimum efforts contractors performing on covered LACMTA construction projects must make to comply with this policy.

The CCP applies to construction of certain LACMTA capital improvement projects and to construction of certain joint development projects between LACMTA and a developer on LACMTA-owned land.

### PURPOSE

To set forth procedures for providing training and employment opportunities on covered LACMTA construction projects.

### APPLICATION

This policy applies to all contractors performing on a covered LACMTA construction project.

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
APPROVED: County Counsel or N/A

\_\_\_\_\_  
ADOPTED: CEO

Effective Date: \_\_\_\_\_



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### 1.0 GENERAL

The Diversity and Economic Opportunity Department (DEOD) will administer this policy, and will work closely with ~~all relevant the~~ Construction, ~~and~~ Procurement and all relevant departments to enforce this policy.

### 2.0 PROCEDURES

#### 2.1 Coverage of Projects

- 2.1.1 Except as provided otherwise herein, this Policy applies to all construction projects with a ~~life-of-project budget greater than~~ construction contract value of \$2.5 million or more and awarded by the LACMTA, including but not limited to, all Measure R and Measure M Transit and Highway projects, and to all joint development projects as defined below in Section 3.0.
- 2.1.2 The project list will be updated annually or whenever the Board adopts a new construction project with a construction contract with a value of ~~life-of-project budget greater than~~ \$2.5 million or more, and whenever the Board approves a joint development project as defined below in Section 3.0.
- 2.1.3 In the event that the LACMTA determines that a project to which this Policy applies is an FHWA project, the LACMTA shall modify or not enforce any aspect of the Policy in accordance with a valid and binding instruction from the U.S. Department of Transportation.

#### 2.2 Implementation

- 2.2.1 All Requests for Proposal/Invitations for Bid (RFP/IFB) specifications shall require all contractors submitting bids or proposals to agree to the terms of the LACMTA-PLA and Policy.
- 2.2.2 All construction project prime contracts shall include a provision obligating the Prime Contractor and all its Contractors/Subcontractors/Employers/Developers (C/S/EC/S/E/Ds) to comply with the terms of the LACMTA-PLA and Policy through a Letter of Assent to the LACMTA.



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- 2.2.3 The construction contract shall include provisions establishing liquidated damages amounts as described in Section 2.6.1 of this Policy.

### 2.3 Exclusions and/or Modifications

- 2.3.1 This policy shall only apply to construction contracts, as defined in Section 3.0 (Definition of Terms).
- 2.3.2 This policy shall not apply to, or impact in any way, service contracts or operation, inspection or maintenance contracts entered into by the LACMTA including, but not limited to, said contract relating to the project, services provided at any LACMTA facility, building and/or the operation or maintenance of any LACMTA owned and operated facilities.
- 2.3.3 This policy shall not apply to a ~~C/S/EC/S/E/Ds~~ non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, quality control and quality assurance personnel, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees (except those covered by existing building and construction trades collective bargaining agreements).
- 2.3.4 This policy shall not apply to material suppliers of raw materials, manufactured products, offsite hauling or delivery by any means of material, supplies, or equipment required to any point of delivery, except an offsite prefabrication facility dedicated solely to project work.
- 2.3.5 This policy shall not apply to officers and employees of the LACMTA, nor to work performed by or on behalf of other governmental entities and public utilities.
- 2.3.6 This policy shall not apply to the work of persons, firms and other entities that perform consulting, planning, scheduling, design, environmental, geological, management, or other supervisory services on any LACMTA project including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by the LACMTA or any other governmental entity.
- 2.3.7 This policy shall not apply to the common division of work recognized through local practice for systems integration and testing, as-built



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documentation, including, but not limited to, those items excluded by the National Electrical Code (NFPA70) identified projects as "Not Covered" under Article 90.

### 2.4 Targeted Hiring

#### 2.4.1 Hiring Requirements for Non-Federally Funded Projects.

The Prime Contractor shall ensure that the following targeted hiring requirements are met for each non-federally funded project:

- A minimum of 40% of all hours of project work shall be performed by Local Targeted Workers, with priority given to Community Area Residents. For any hour of Project Work for which the [C/S/EC/S/E/D](#) seeks to meet this requirement, the [C/S/EC/S/E/D](#) and Unions must first refer Community Area Residents. After Unions and [C/S/EC/S/E/Ds](#) have exhausted the available pool of Community Area Residents, they shall refer any Local Residents from Extremely Economically Disadvantaged areas; when the [C/S/EC/S/E/Ds](#) have exhausted the available pool, they shall refer Local Residents from ~~low~~ Economically Disadvantaged areas.
- A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers whose primary place of residence is within Los Angeles County.
- At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's Division of Apprenticeship Standards (DAS) approved apprenticeship standards. Local Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.
- [These hiring provisions may be utilized on covered Federal-funded projects if approved, or allowed, by the Federal-funding entity.](#)

#### 2.4.2 Hiring Requirements for Federally Funded Projects

The Prime Contractor shall ensure that the following targeted hiring requirements are met for each federally funded project:



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- A minimum of 40% of all hours of Project Work shall be performed by National Targeted Workers, with priority given to residents of National Extremely Economically Disadvantaged areas. For any hour of Project Work for which the [C/S/EC/S/E/D](#) seeks to meet this requirement, the [C/S/EC/S/E/D](#) and Unions must first refer residents of National Extremely Economically Disadvantaged areas. After Unions and [C/S/EC/S/E/Ds](#) have exhausted the available pool of residents of National Extremely Economically Disadvantaged areas, they may refer any National Targeted Worker.
- A minimum of 10% of all hours of Project Work shall be performed by Disadvantaged Workers.
- At least 20% of total work hours on each project will be performed by apprentices, but the hours performed by apprentices in each individual craft shall not exceed the ratio to journeyman established by the applicable craft union's DAS approved apprenticeship standards. National Targeted Workers will perform 50% of all apprenticeship hours worked on the Project.

### 2.5 Compliance

LACMTA or its authorized representatives shall determine whether a Prime Contractor and its [C/S/EC/S/E/Ds](#) have complied with the requirements of the LACMTA-PLA and the Policy. The Prime Contractor is ultimately responsible for it and its [C/S/EC/S/E/Ds](#) compliance with the LACMTA-PLA and Policy requirements.

- 2.5.1 If, after taking into account all hours of project work performed up to that point in time of the Reporting Period, the targeted hiring requirements of the LACMTA-PLA and Policy have been satisfied for a Project, then the Prime Contractor and its subcontractors working on that Project shall be deemed to be in compliance.
- 2.5.2 If the targeted hiring requirements of the LACMTA-PLA and the Policy have not been satisfied for a Project, the Prime Contractor nonetheless may be deemed to be in compliance if it demonstrates both (a) that it and each of its [C/S/EC/S/E/Ds](#) have complied with all other requirements of the LACMTA-PLA and the Policy, and (b) that it and each [C/S/EC/S/E/D](#) have either (i) satisfied the targeted hiring requirements of the LACMTA-PLA and this Policy with regard to the



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project work that it has performed or (ii) satisfactorily demonstrated the following:

- Adherence to procedures contained in its Employment Hiring Plan (EHP) as approved by the LACMTA.
- Requests to Unions, through Craft Request Forms, of sufficient numbers of Targeted Workers and Disadvantaged Workers to meet the targeted hiring percentages set forth in Section 2.4 of the Policy for that [C/S/EC/S/E/D](#)'s Project Work.
- Documented contact with the Jobs Coordinator in each instance when the relevant Union did not refer qualified Targeted Workers within the 48 hours following the [C/S/EC/S/E/D](#)'s request and the [C/S/EC/S/E/D](#)'s fair consideration of any Targeted Worker or Disadvantaged Worker subsequently referred by the Jobs Coordinator.
- Accurate records documenting the [C/S/EC/S/E/D](#)'s compliance efforts that include (but not limited to) the following:
  - A listing by name and address of all local recruitment sources contacted by the [C/S/EC/S/E/D](#);
  - The date of the local recruitment contact and the identity of the person contacted, the trade and classification and number of hire referrals requested;
  - The number of Targeted Worker hires made as a result of the contact;
  - The identity and address of the worker(s) hired pursuant to the contact;
  - Documentation when a referral was not hired (reason for non-hire) and/or premature termination.

### 2.6 Enforcement

2.6.1 The Prime Contractor for every project agrees to the following:

- The Prime Contractor and its [C/S/EC/S/E/D](#)'s commitment to comply with the targeted hiring requirements of [the](#) LACMTA-PLA and Policy is a material element of the contract.



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- The Prime Contractor will be liable to the LACMTA for Liquidated Damages as provided in this section.
- The failure of the Prime Contractor and its [C/S/EC/S/E/Ds](#) to comply with the targeted hiring requirements will cause harm to the LACMTA and the public which is significant and substantial but extremely difficult to quantify. The harm to the LACMTA includes the difficult-to-quantify harm that the community and its families suffer as a result of high unemployment and concentrated poverty.
- Due to the difficulty of estimation of damages for violation(s) of requirements of this Policy, construction contracts shall have provisions establishing liquidated damages to be assessed as follows:
  - The Prime Contractor shall pay liquidated damages equal to the average journey person project wage for each hour the Project fell short of the targeted hiring, or \$500 per day, whichever is greater.
  - If the project's targeted hiring requirements are out of compliance during any Reporting Period, the Prime Contractor shall meet with the LACMTA to develop a plan for compliance. The Prime Contractor has until the next Reporting Period to effectuate compliance or Liquidated Damages shall be withheld.
  - Before Liquidated Damages are sought, the Prime Contractor shall be notified of the proposed Liquidated Damages and served with a summary of the information upon which the Liquidated Damages are based.
  - Liquidated Damages shall be withheld from all subsequent monthly progress payment request(s) as disputed funds until such time as Prime Contractor is found to be in compliance, the project contract is terminated, or the project is completed.
  - Should the project be terminated or completed before the Prime Contractor is found to be in compliance, recommendation may be made to the LACMTA's CEO to assess Liquidated Damages to be withheld from the contractor's retention.





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### **2.6.2 Liquidated Damages Appeal**

**2.6.2.1** The Prime Contractor may appeal the assessment of Liquidated Damages before the LACMTA's CEO. Prior to the hearing, the Prime Contractor shall be provided a summary of the information upon which the recommendation assessment is based.

**2.6.2.2** The Prime Contractor must request an appeal in writing within 10-calendar days of receipt of the Liquidated Damages assessment summary. At the hearing, the Prime Contractor will be allowed to provide evidence that it has made all of the showings required under Section 2.5 of the Policy. Failure to submit a written request for an appeal within the time frame stipulated in this Section will be deemed a waiver of the right to appeal and the recommendation for assessment of Liquidated Damages will be implemented.

**2.6.3** Consistent, substantial violations of the LACMTA-PLA and/or Policy by any Prime Contractor may result in contract termination.

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

### **3.0 DEFINITION OF TERMS**

- 3.1** Apprentice, as used in this Agreement, shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards (DAS), or in the case of Projects with federal funding, approved by the US Department of Labor (DOL) and California DAS.
- 3.2** Board means the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors.



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- 3.3 Community Area Resident means a Local Resident whose primary place of residence is within an Economically Disadvantaged or Extremely Economically Disadvantaged area and is within a 5-mile radius of the covered project in question.
- 3.4 Construction Contract means a contract to perform construction work on a LACMTA Project.
- 3.5 Contractor/Subcontractor/Employer/Developer (C/S/E/D) means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which either (a) has entered into a joint development agreement and/or ground lease with LACMTA to build a JD PLA Project, or (b) has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA which shall incorporate this Agreement. A C/S/E/D may bid for and be awarded construction of any part of the Project without regard as to whether the C/S/E/D is otherwise a party to any collective bargaining agreement.” ~~means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a contract with the LACMTA or any of its contractors or subcontractors or owner/operators of any tier, with respect to the construction of any part of the Project(s) under contract terms and conditions approved by the LACMTA and which incorporate this Agreement.~~
- 3.6 Core Worker means an employee whose name appeared on the C/S/E/Ds active payroll for sixty (60) of the one hundred days immediately before the award of the Project Work to the C/S/E/D and meets all standards required by applicable local, state or federal law or regulation.
- 3.7 Craft Request Form means a document provided by the LACMTA through which Contractors shall request workers from Unions.
- 3.8 Criminal justice system involvement occurs when a person has direct involvement through having an arrest record or indirect involvement through affiliation or residency in an area with high levels of gang activity as identified/verified by a law enforcement agency.
- 3.9 Disadvantaged Worker means an individual who, prior to commencing work on the project, meets the income requirements of a Targeted Worker and faces at least two of the following barriers to employment: (1) being homeless;



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(2) being a custodial single parent;(3) receiving public assistance; (4) lacking a GED or high school diploma; (5) having a criminal record or other involvement with the criminal justice system; (6) suffering from chronic unemployment; (7) emancipated from the foster care system; (8) being a veteran of the Iraq/Afghanistan war; or (9) being an apprentice with less than 15% of the required graduating apprenticeship hours in a program.

- 3.10 Division of Apprenticeship Standards (DAS) verifies the apprentice registration and status and enforces requirements of Labor Code Section 1777.5 mandating employment of apprentices on all public works projects.
- 3.11 Economically Disadvantaged Area means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$40,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
- 3.12 Employment Hiring Plan (EHP) is the plan presented by the Contractor and approved by the Chief Executive Officer, or his designee, as described in Section 4.0 of this Policy.
- 3.13 Extremely Economically Disadvantaged Area means a zip code that includes a census tract or portion thereof in which the median annual household income is less than \$32,000 per year, as measured and reported by the U.S. Census Bureau in the 2010 U.S. Census and as updated upon the U.S. Census Bureau issuing updated Median Annual Household Income data by census tract in the American Community Survey.
- 3.14 Jobs Coordinator means an independent third-party individual, entity or employee with whom the Prime Contractor or LACMTA enters into a contract or employs to facilitate implementation of the Targeted Hiring Requirements of this Agreement and the Policy. The Jobs Coordinator must be able to demonstrate or document to the LACMTA the requisite qualifications and/or experience to fulfill the duties and responsibilities as outlined in the Construction Careers Policy.



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- 3.15 LACMTA means Los Angeles County Metropolitan Transportation Authority, also known as MTA or Metro.
- 3.16 Letter of Assent means the document which formally binds each ~~C/S/EC/S/E/D~~ to adherence to all the forms, requirements and conditions of this Agreement that each ~~C/S/EC/S/E/D~~ (of any tier) must sign and submit to the LACMTA's designated office prior to beginning any work covered by this Agreement, and a copy of which will be provided by the designated LACMTA office to the Council.
- 3.17 Local Resident means an individual whose primary place of residence is within an Economically Disadvantaged or Extremely Economically Disadvantaged area in Los Angeles County.
- 3.18 Local Targeted Worker means a Local Resident, Community Area Resident or a Disadvantaged Worker whose primary place of residence is within Los Angeles County.
- 3.19 National Targeted Worker means an individual whose primary place of residence is within an Economically Disadvantaged Area or an Extremely Economically Disadvantaged Area in the United States, or a Disadvantaged Worker.
- 3.20 Policy means this Construction Careers Policy (CCP). This Policy shall govern covered construction projects as defined herein.
- 3.21 Prime Contract means a contract entered into by a Contractor and the LACMTA for construction of the Project Work.
- 3.22 Prime Contractor means a Contractor that has entered into a Prime Contract with the LACMTA.
- 3.23 Project or Covered Project means the capital improvement construction projects, including, but not limited to, Measure R and Measure M Transit Projects and Highway Projects, with an individual construction contract value of life of project budget greater than \$2.5 million or more and awarded by the LACMTA; and

Project or Covered Project also means:

(a) Joint Development PLA Projects.



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1. A Joint Development PLA Project is defined as a joint development project that meets all of the following elements: (i) results from proposals received, either through a solicited or unsolicited proposal process, (ii) has been accepted by LACMTA through execution of a joint development agreement and/or ground lease, and (iii) meets one (1) or more of the following thresholds:
  - a. A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
  - b. A residential only project that exceeds sixty (60) residential units; or
  - c. A commercial only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.
2. The joint development project thresholds set shall apply to the aggregate square footage and/or number of units for all work to be performed on a contiguous site as a joint development project as approved by the LACMTA Board. Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

- 3.24 Project Labor Agreement (PLA) means an agreement entered into between the Los Angeles/Orange County Building and Construction Trades Council, Unions and the LACMTA.
- 3.25 Project Work means construction work performed in the construction of a project.
- 3.26 Reporting Period means the indicated reporting period for measuring the targeted hiring efforts of the C/S/EC/S/E/Ds. These reporting periods shall be defined by the LACMTA and will continue until construction of the project has been completed.



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- 3.27 Targeted workers means an individual whose primary place of residence is (1) within an extremely economically disadvantaged area, which is a zip code that includes a census tract, or portion thereof, in which the median annual household income is less than \$32,000 per year; or, (2) within an economically disadvantaged area, which is a zip code that includes a census tract, or portion thereof, in which the median annual household income is less than \$40,000 per year.
- 3.28 Unemployment means, in accordance with the Bureau of Labor Statistics definition, a situation in which a person does not have a job, has actively looked for work in the prior 4 weeks, and is currently available for work. Chronic unemployment means unemployment lasting 27 weeks or longer.
- 3.29 Union or Unions or Signatory Unions means the Los Angeles/Orange Counties Building and Construction Trades Council (Council) affiliated with the Building & Construction Trades Department (AFL/CIO), Craft International Unions and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have, through their officers, executed this Agreement.

### 4.0 RESPONSIBILITIES

LACMTA or its designee shall ensure that the following responsibilities are met for each project affected by this policy:

- LACMTA shall ensure that each construction contract includes the detailed requirements of the PLA and the CCP guidelines and has been agreed to by the Prime Contractor and all [C/S/EC/S/E/Ds](#).
- LACMTA shall collect a Letter of Assent from each [C/S/EC/S/E/D](#) and ensure that the letters are distributed to all required parties.
- LACMTA shall review, approve or disapprove submitted EHPs prior to a [C/S/EC/S/E/D\(s\)](#)' estimated start of work. Approval of a [C/S/EC/S/E/D](#) to work on a Project is contingent upon the [C/S/EC/S/E/D\(s\)](#)' submittal of an approved EHP plan.
- LACMTA shall monitor and enforce the targeted hiring measures of the LACMTA-PLA and Policy and issue Notices of Non-Compliance, where appropriate.
- LACMTA shall assess Liquidated Damages in accordance with Section 2.6.1 of this Policy.
- LACMTA shall report the status of all projects covered by this policy as determined by the CEO or his designee.



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Prime Contractor and its [C/S/EC/S/E/Ds](#) shall perform the following responsibilities:

- The Prime Contractor shall ensure that its [C/S/EC/S/E/Ds](#) submit their EHP to the LACMTA for approval by the LACMTA project manager or his/her designee, at least 20 business days prior to starting their work on the project. Each [C/S/EC/S/E/D](#) shall include in its EHP a description of how it will meet the targeted hiring requirements set forth in the LACMTA-PLA and Policy. No [C/S/EC/S/E/D](#) shall be approved to work on a project without an approved EHP.
- Prior to the start of work, the prime contractor shall ensure that its [C/S/EC/S/E/Ds](#), adhere to the following:
  - The prime contractor shall read and understand the requirements of the LACMTA-PLA and Policy.
  - The prime contractor shall sign and submit their Letters of Assent prior to the start of work. No [C/S/EC/S/E/D](#) shall be approved to work on a project without submitting a signed Letter of Assent.
  - The prime contractor shall submit their EHP at least 20 business days prior to their subcontractor's start of work.
- Prior to start of work on the project, the Prime Contractor shall perform the following:
  - The prime contractor shall recommend a Jobs Coordinator for approval by the LACMTA.
  - The prime contractor shall provide documentation of the Jobs Coordinator's qualifications to the LACMTA within 10 days upon request by the LACMTA or its designee.
  - Upon LACMTA's approval of its Jobs Coordinator, the prime contractor shall ensure that all its subcontractors know the Jobs Coordinator and understand the Job Coordinator's role.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall coordinate with the Jobs Coordinator for services to support their efforts in meeting the targeted hiring percentages as described in Section 2.4 of this Policy.
- Each [C/S/EC/S/E/D](#) shall conduct a pre-job conference with the appropriate affected Union(s) and the Council prior to commencing work. The [C/S/EC/S/E/D](#) shall notify the Council ten (10) days in advance of all such conferences. Subcontractors of all tiers will be advised in advance of all such conferences and shall participate. All work assignments should be disclosed by the [C/S/EC/S/E/D](#) at a pre-job conference held



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in accordance with industry practice. Any formal jurisdictional dispute raised under Article XII of the LACMTA-PLA must be raised at the pre-job conference upon disclosure of the work assignments. Should there be any formal jurisdictional dispute raised, the Prime Contractor shall be promptly notified. If the [C/S/EC/S/E/D](#) intends to change the work assignment after the pre-job conference or to make an assignment of work not previously known, the [C/S/EC/S/E/D](#) must notify the appropriate affected craft union(s) prior to the commencement of work.

- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall only use the Craft Request Form (Attachment “B” of the LACMTA-PLA) and the procedures written therein to request workers from the affected Union(s) and Job Coordinator.
- The Craft Request Form shall be submitted to the Jobs Coordinator and the Union(s) simultaneously. If the Union(s) cannot provide the requested worker in 48 hours, the Jobs Coordinator will seek to fill the job request form from other sources.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall maintain proof of transmittal of the Craft Request forms to the Union hiring halls and Jobs Coordinator. Upon request by the LACMTA, or its designated representative, copies shall be provided within 10-calendar days of request.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall make available to the LACMTA, or its designated representatives, records and information that are deemed relevant to monitoring and enforcement of the provisions of the LACMTA-PLA and the Policy.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall cooperate fully and promptly with any inquiry or investigation the LACMTA or its designated representatives deem necessary in order to monitor compliance with the provisions of the LACMTA-PLA and the Policy.
- The Prime Contractor and its [C/S/EC/S/E/Ds](#) shall submit to the LACMTA a verified statement of the number of journeypersons and apprentices who worked on the project, their classifications and the hours worked (Per California Labor Code 1777.5(e)) within 60 calendar days after concluding work on the project.

### **The Jobs Coordinator shall perform the following responsibilities:**

- Play an integral part in the success of its partners in obtaining the targeted hiring percentages. It is the responsibility of the Prime Contractor to designate a Jobs Coordinator who will effectively perform the following:
  - The Jobs Coordinator shall develop, create, design and market specific programs to attract Targeted Workers and/or Disadvantaged Workers for construction opportunities at the project (e.g. handouts and fliers for “walk-ins” demonstrating program entrance procedures).





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- The Jobs Coordinator shall coordinate services for contractors to use in the recruitment of Targeted Workers.
- The Jobs Coordinator shall educate and assist contractors on incentives provided by state or federal programs for on-the-job training and employer tax credits.
- The Jobs Coordinator shall conduct orientations, job fairs and community outreach meetings in the local community.
- The Jobs Coordinator shall screen and certify the disadvantaged status of workers.
- The Jobs Coordinator shall establish a referral and retention tracking mechanism for placed local and/or disadvantaged workers and apprentices.
- The Jobs Coordinator shall network with the various work source centers, community and faith-based organizations and other non-profit entities that provide qualified local workers and/or disadvantaged workers.
- The Jobs Coordinator shall coordinate with the various building trades crafts for referral and placement of Targeted Workers.
- The Jobs Coordinator shall maintain a database of pre-qualified Targeted Workers for referral to work on a project and/or indenture-ship into a bona fide labor/management apprenticeship program.
- The Jobs Coordinator shall be the point of contact to provide information about available job opportunities on projects.
- The Jobs Coordinator shall assist the [G/S/EC/S/E/Ds](#) with their documentation effort and other reports as it relates to their Targeted Worker hiring requirements.
- The Jobs Coordinator shall work closely with LACMTA staff, the building trades and [G/S/EC/S/E/Ds](#) in achieving the targeted hiring goals.

### **Unions shall perform the following responsibilities:**

- The Unions shall ensure that its dispatchers properly adhere to the use of the Craft Request Form and the procedures written therein.
- The Unions shall refer Targeted Workers requested through the Craft Request Form, regardless of their place on the hiring hall list and normal referral procedures.
- The Unions shall exert their best efforts to recruit and identify Targeted Workers residing in Local Extremely Economically Disadvantaged areas and Economically Disadvantaged areas or in the case of federal funding, National Extremely Economically Disadvantaged areas or Nationally Economically Disadvantaged areas, Disadvantaged Workers, as well as those referred by the Jobs Coordinator for



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entrance, ~~indentureship~~[indenture-ship](#) into a union apprenticeship program, and assisting such individuals in graduating into journeypersons.

- The Unions shall track retention of Targeted Workers/ apprentices participating in joint Labor/Management apprenticeship programs and provide LACMTA with the necessary information as requested.

### 5.0 FLOWCHART

Not Applicable

### REFERENCES

- ~~Zip Code Area Tables~~

### 6.0 ATTACHMENTS

Attachment A - Los Angeles County Metropolitan Transportation Authority Project Labor Agreement (LACMTA-PLA)

Attachment B – Craft Request Form

### 7.0 PROCEDURE HISTORY

12/15/11 New policy 01/26/12 Board Adopted

~~01/26/17~~ [Revised to include joint development projects and other minor edits](#)



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### LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

#### REQUEST FOR CRAFT EMPLOYEES (FOR FEDERALLY FUNDED PROJECTS ONLY)

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

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

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

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

Person Sending: \_\_\_\_\_ Contact Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Please provide me with union craft workers per the LACMTA-PLA that fulfills the requirements for the project as defined below:

40% Targeted Requirement. (Union craft employees, including apprentices, who reside in Nationally Extremely Economically Disadvantaged areas identified on our webpage at [www.metro.net/pla](http://www.metro.net/pla) . If unavailable, those who reside in Nationally Economically Disadvantaged areas can be dispatched from the areas identified on our webpage.

10% "Disadvantaged" Requirement. (Union craft employees, including apprentices, who live in one of the Nationally Extremely Economically Disadvantaged, or Nationally Economically Disadvantaged areas identified on the webpage, and are verified to fulfill the "Disadvantaged" hiring requirement).

General Dispatch. (Union craft employees dispatched per normal dispatch procedures, not including the 40% Targeted or 10% "Disadvantaged" requirements)

(Nationally Economically Disadvantaged Areas are referenced at [www.metro.net/pla](http://www.metro.net/pla) )

#### Craft Employees Requested

Job/Craft	Journey man	Appren- tice	40% Target #	10% Disadv. #	General Dispatch	Total #	Report Date	Report Time

Total Workers Requested \_\_\_\_\_ Report to (On-Site Contact): \_\_\_\_\_

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

Site Address: \_\_\_\_\_

On-site Tel. ( \_\_\_\_\_ ) \_\_\_\_\_ #: Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Comments or special requirements: \_\_\_\_\_

#### Union Use Only

(Fax the Completed Form Back to Contractor)

Reception Date \_\_\_\_\_ Dispatch Date \_\_\_\_\_ Received By \_\_\_\_\_

Requested Dispatch  
40% Targeted  
20% Apprentice  
10% Disadvantaged

Available for Dispatch  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unavailable for Dispatch  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_

Contractors Note: This form should be used for all requests for dispatch from construction trade unions for work on this project. The Project Labor Agreement (PLA) for the project contains a 40% targeted worker hiring requirement (see zip codes list), including a 20% Apprenticeship hiring and a 10% "disadvantaged" hiring requirement. In the event that referral facilities maintained by the unions are unable to fill the requisition of a contractor/ employer for qualified employees within a forty -eight hour period after such requisition is made by the contractor / employer, the contracted employer shall be free to obtain workers from any source.

**METRO JOINT DEVELOPMENT PROGRAM:**

**POLICYIES AND PROCESS**

Updated ~~February~~ January 2016 2017

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## I. INTRODUCTION / PURPOSE

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The Metro Joint Development Program is a real estate development program for properties owned by the Los Angeles County Metropolitan Transportation Authority (Metro). It is a real property asset development and management program designed to secure the most appropriate private and/or public sector developments for Metro-owned properties.

This document outlines the objectives and, policies ~~and process~~ that will guide the Metro Joint Development Program as it develops Metro-owned properties. Together with the companion *Metro Joint Development Program: Process* document, the Policy ~~it~~ serves to inform communities in which joint developments take place, developers who build them, and the general public, about the objectives, policies, and processes that govern the Joint Development Program.

In addition, these ~~is~~ documents explains how local and federal policies guide Metro joint development, where applicable.



## II. OBJECTIVES / GOALS

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The Joint Development Program is centered on three main goals:

### A. Transit Prioritization:

1. Preserve Properties for Transit Use. Metro will preserve the ability to safely operate and maintain transportation facilities on its properties.
2. Increase Transit Ridership. The Joint Development Program aims to reduce greenhouse gas emissions and increase transit ridership by attracting new riders and increasing the number of transit trips generated from joint development projects.

### B. Community Integration, Engagement, Affordable Housing and Design:

Metro's Joint Development Program will seek projects that engage stakeholders and create vibrant, transit-oriented communities that offer a range of housing types, job opportunities, and services centered around public transit facilities.

1. Community Integration. Metro will seek to create projects that are compatible with the surrounding community and reflect the needs and desires of the neighborhood in which they are situated. Like any private development, joint developments are subject to the land use policies and approval processes of the host jurisdiction.
2. Community Engagement. Metro will ensure that the Joint Development Process actively engages community members at every development stage.
3. Affordable Housing. Metro's Joint Development Program seeks to facilitate construction of affordable housing units, such that 35% of the total housing units in the Metro joint development portfolio are affordable for residents earning 60% or less of the Area Median Income (AMI). The joint development portfolio includes properties for which Metro maintains long term ownership. It does not include surplus land that is sold in fee. Affordable housing is defined as housing that is covenant-controlled, provided on an income-restricted basis to qualifying residents earning 60% or less than AMI as defined by the CA Tax Credit Allocation Committee, and often subsidized by public or non-profit funding sources.
4. Design and Placemaking. Metro's Joint Development Program will pursue high quality design that enhances the surrounding community and creates inviting spaces and places around Metro transit facilities.

**C. Fiscal Responsibility:**

1. Maximize Revenue. Joint development projects are expected to generate value to Metro based on maximizing ground rent revenues received, or equivalent benefits negotiated, for the use of Metro property.
2. Minimize Risk. Projects should minimize financial risk to Metro.
3. Feasibility. Projects should be viable, now and in the future.

### III. POLICIES

---

To achieve its goals, the Joint Development Program shall conform to the following policies:

#### A. Transit Prioritization and Integration:

1. Preservation of Transit Facilities. Metro shall retain authority over its transit facilities and services, and no development shall negatively impact existing or future public transportation facilities, nor shall any development obligate Metro to any particular operational level of service.
2. Density and Program. Metro will prioritize dense, trip generating uses on joint development sites.
3. Transit Connections. Metro will maximize connections to transit facilities from and through joint developments, where appropriate. Projects are encouraged which provide for increased station access using buses, active transportation, and other alternative modes of travel.

#### B. Community Outreach:

1. Community Engagement. Metro will pro-actively engage with the communities where the joint development projects occur through a variety of methods, which may include charrettes, focus groups, workshops, email updates, and social media communications. Developers selected for joint development projects shall be required to create a community engagement plan.
2. Local Collaboration. Metro will consult and work cooperatively with local jurisdictions and developers to encourage transit-supportive, high-quality development at stations and surrounding properties. All private developments (including joint development projects) must follow the local laws and policies, including the applicable land use policies, of the jurisdiction in which they reside.
3. Design Rigor. Projects shall demonstrate a high quality of design that is both sensitive to community context and enhances the surrounding community.

#### C. Financial Policies:

1. Risk Minimization. Projects should not require commitment of Metro financial resources, should minimize any investment risk to Metro, and should maximize asset security for Metro.
2. Collaborative Contribution. Projects are encouraged which obtain capital or in-lieu contributions from other public agencies to create greater community economic benefit to Metro-sponsored joint development projects.

3. Ground Lease Preference. Use of a long term ground lease is generally preferred to fee disposition.

#### **D. Federal Policies:**

Many joint development properties were purchased with some funding from the federal government. The federal agency for transit funding, the Federal Transit Administration (FTA) therefore must review and approve joint developments on land that was acquired with any federal funds. Additional details on this process are outlined in the [\*Metro Joint Development Process document\*](#)~~Legal Framework section V.B. Federal Regulations.~~

#### **E. Affordable Housing Policies:**

A large portion of Metro riders are low-income and transit dependent. Meanwhile, Metro transportation investments have the potential to raise the value of property near Metro transit investments. Thus, it is in Metro's and the community's interest to maintain and grow ridership by promoting the development of affordable housing on appropriate Metro joint development sites. In addition, State and Federal guidance encourages coordination of investments and policies to accommodate affordable housing near transit. Metro will define affordable housing as housing for residents earning 60% or less than AMI, and will prioritize units with even deeper affordability levels for very low income and extremely low income residents. Metro will use the following policies to promote affordable housing on joint development sites:

1. Range of Types. Joint development projects with a residential component are encouraged to provide a range of housing types to meet the needs of a diversity of household incomes, sizes, and ages.
2. Land Discounting. Where appropriate, and subject to FTA approval (if applicable), Metro may discount joint development ground leases below the fair market value in order to accommodate affordable housing. Such a land discount may not be greater than 30% of the fair market value.
3. Proportional Land Discounting for Affordable Housing. The proportional discount of the ground lease may not be greater than the proportion of affordable units to the total number of housing units in the project, with a maximum discount of 30%. For example, land value for a project that has 20% affordable units could be discounted up to 20%. Land value for a project with 100% affordable housing could be discounted up to 30%. In the case of mixed use projects, the discount will be to the land value attributable to the housing portion of the project.

## **F. Development Solicitation Policies:**

1. Competitive Solicitation. Metro's preferred method for selection of developers for its joint development projects is conducted through a competitive selection process that is further detailed in the following Process Section. The competitive process is managed through the Vendor/Contract Management Department and will be consistent with Procurement Policies.
2. Unsolicited Proposals. Metro does not encourage unsolicited proposals. Metro may consider unsolicited proposals in limited cases, as set forth in Metro's *Unsolicited Proposals & Public/Private Sector Engagement Policy* (Metro UP Policy). Metro's UP Policy includes a separate section on the process for submission and consideration of Unsolicited Proposals for Joint Development, called *The Joint Development Unsolicited Proposals Policy and Process* (JD UP Policy). The JD UP Policy is included [in the Joint Development Procedures document as Attachment A.](#)
3. Community Based Organizations (CBO)/ Small/Disadvantaged Business Enterprise (SBE/DBE) /Disabled Veterans Business Enterprise (DVBE).

Metro strongly encourages partnerships with local Community Based Organizations that provide affordable housing and other community serving programs and uses to its joint development sites, as part of the development team.

Metro also encourages development teams to create opportunities to include Metro-certified SBE/DBE and DVBE firms in their projects, through the delivery of professional or construction services. To identify eligible certified SBE/DBE and DVBE firms, use the following link:

[http://smallbusinessquery.metro.net/pages/naics\\_lookup.aspx](http://smallbusinessquery.metro.net/pages/naics_lookup.aspx). Those firms not Metro-certified as SBE/DBE or DVBE but interested in seeking certification can find the process here: <http://business.metro.net/VendorPortal/>

## **G. Acquisition Policies:**

1. To encourage opportunities for joint developments surrounding transit investments, when appropriate, Metro will consider joint development opportunities in the acquisition of required property, location of new station sites, and construction of station facilities.
2. In the initial planning of a transit corridor project (e.g., during the environmental and preliminary engineering phases), Metro may conduct site analysis, include a preliminary layout of each passenger station site, develop conceptual urban design strategies integrating station sites with adjacent

communities, and evaluate proposed station sites for their joint development potential.

#### **H. Project Labor Agreement and Construction Careers Policy**

To promote efficiency of construction operations during the construction of certain Joint Development projects and to encourage construction employment and training opportunities that can mitigate the harms caused by geographically concentrated poverty and unemployment in economically disadvantaged areas and among disadvantaged workers, Metro will apply its Project Labor Agreement and Construction Careers Policy to certain covered Joint Development projects (resulting from both solicited and unsolicited proposals). Covered JD projects are those that meet the following thresholds:

- A mixed use project containing both a residential and a commercial component, where there are more than sixty (60) residential units being built; or
- A residential only project that exceeds sixty (60) residential units; or
- A commercial only project (retail, office or hotel) that exceeds forty thousand (40,000) square feet of space.

The Project Labor Agreement Policy can be found here: [INSERT LINK ONCE UPDATED POLICY IS ON WEB] and the Construction Careers Policy can be found here: [INSERT LINK ONCE UPDATED POLICY IS ON WEB]

## **IV. PROCESS**

### **A. Inventory and Site Selection:**

- ~~1. Inventory. Metro maintains an inventory of properties that are potential sites for future joint development. Metro staff will monitor market conditions and communicate with local jurisdictions and stakeholders about development potential.~~
- ~~2. Site Selection. The determination to select sites for joint development is dependent on several factors including, but not limited to: market conditions, community input, local jurisdictions, and Metro resources. These factors may provide the basis for establishing project priorities, project implementation strategies, and ultimately the creation of Development Guidelines, to ensure maximum attainment of Metro's Joint Development Objectives.~~
- ~~3. Determination of Financing Requirements. Upon the selection of a site for a joint development project, Metro staff will determine the funding sources that were involved in the acquisition of the selected site. Depending upon the financing that was used, the project may be subject to review by the FTA, the California Department of Transportation (Caltrans), and/or review pertaining to the presence of tax exempt bonds.~~
- ~~4. Joint Development versus Excess Property. Metro owned properties for which there is a federal interest and considered for the Joint Development Process may be considered "Joint Development" sites or "Excess Properties" under applicable Federal rules and regulations. Joint Development sites contain transit infrastructure, which can range from a rail or bus station to a power substation or other infrastructure. Excess Properties contain no transit infrastructure. Metro will handle both Joint Development sites and Excess Properties according to the policies and processes set forth in this document.~~

### **B. Community Outreach and Scoping**

- ~~1. Community Engagement. Once a site has been selected for a potential joint development, Metro will consult with local jurisdictions and conduct outreach to solicit input from the community surrounding the site. The Joint Development Program staff, working closely with Metro Community Relations, will work with the community stakeholders and local jurisdiction to determine a vision for the potential project.~~
- ~~2. Development Guidelines. Upon determination of a unified vision that is desirable to the community and economically feasible, Metro will prepare Development Guidelines specific to the site. The Development Guidelines will articulate the intensity and type of land uses that Metro and the community desire for that site, as well as any desired transit and urban design features. The~~

~~Development Guidelines will be presented to the Metro Board for approval. Within Metro, the Development Guidelines shall be informed by:~~

- ~~a. Existing or planned transit stations or stops~~
- ~~b. Metro Rail Design Criteria~~
- ~~c. Input from the appropriate Metro Departments, including, without limitation Operations, Engineering, and Safety~~
- ~~d. The First/Last Mile Strategic Plan~~
- ~~e. The Complete Streets Policy~~
- ~~f. The Sustainability Policy~~
- ~~g. The Supportive Transit Parking Plan (once completed and adopted)~~
- ~~h. The Public Restroom Policy~~
- ~~i. Other policies and departments as applicable~~

### ~~C. Competitive Solicitation Process:~~

- ~~1. Solicitation. After Board approval of the Development Guidelines, Metro will solicit proposals for joint development of the site through a Request for Information and Qualifications (RFIQ) and/or a Request for Proposals (RFP). The standard RFIQ/RFP procedure will be managed through the Vendor/Contract Management Department and will be consistent with Procurement Policies and, if the subject site was purchased with FTA assistance, will conform to FTA circular 7050.1, which governs joint development.~~
- ~~2. Evaluation. Joint development proposals shall be evaluated based on their support of the Joint Development Objectives and conformance with the site-specific Development Guidelines. Staff will assemble an evaluation panel generally consisting of key Metro personnel and a representative of the governing jurisdiction. Additionally, an urban design or development consultant, financial services consultant and/or local jurisdiction technical staff may be used to provide support and advisory services in the evaluation of proposals. The evaluation panel shall evaluate joint development proposals and advise the Metro Chief Executive Officer (CEO) on a developer to be recommended to the Board. The CEO may recommend a developer to the Board or defer joint development if none of the proposals maximize Joint Development Objectives.~~
- ~~3. Unsolicited Proposals. See Appendix A for the Joint Development Unsolicited Proposals Policy and Process.~~

### ~~D. Development Phase:~~

- ~~1. Exclusive Negotiation Agreement and Planning Document. Before the CEO recommends the selected developer's proposal to the Metro Board, developer shall negotiate and sign an Exclusive Negotiation Agreement and Planning Document ("ENA"). The ENA shall not be effective until both parties have~~



~~signed.) The ENA will include a project concept, terms and conditions regarding community engagement, general planning and development goals, deposit and fees, design review and a predevelopment schedule agreed to by the proposed developer and Metro staff. Upon approval of a recommended developer and authorization by the Metro Board, the CEO or designee shall execute the ENA with the developer.~~

~~*Developer Responsibilities under the ENA include but are not limited to:*~~

- ~~• Negotiate in good faith, including such project design and project financing information as necessary for Metro staff to negotiate a transaction.~~
- ~~• In consideration for entering into the ENA, the developer shall provide Metro a non-refundable fee in an amount determined by the CEO or designee but in no event less than fifty thousand dollars \$50,000 or such other consideration as determined by the CEO or designee.~~
- ~~• In addition to the fee, the developer shall also provide Metro with a deposit in an initial amount determined by the CEO or designee to pay Metro's actual costs to negotiate and evaluate the proposal, including certain Metro in-house and third party costs.~~
- ~~• Create a robust community engagement plan that will carry throughout the design, entitlement and construction process for the project.~~

~~*Metro Responsibilities under the ENA:*~~

- ~~• During the negotiation period, provided that the developer is not in default of its obligations under the ENA, Metro shall negotiate exclusively and in good faith with the developer a Joint Development Agreement ("JDA") and Ground Lease to be entered into between Metro and the developer, and shall not solicit or entertain offers or proposals from other parties concerning the site.~~

~~*Term of the ENA:*~~

- ~~• The term of the ENA shall generally be eighteen (18) months; provided, the term and any extensions shall not exceed thirty (30) months. In considering an extension, the CEO or designee shall determine whether substantial progress has been made towards fulfillment of the requirements of the ENA and may require payment of additional fee and/or deposit amounts.~~

## 2. Joint Development Agreement.

- ~~Before the Metro Board can authorize execution of a JDA for a project, the project must be environmentally cleared through the California Environmental Quality Act (CEQA). Metro is not the lead CEQA agency for joint development projects; the agency with local regulatory land use authority generally serves that function.~~
- ~~Upon satisfactory fulfillment of the development requirements in the ENA, negotiation of acceptable terms, and adoption of CEQA findings by the lead agency, Metro staff will recommend to the Metro Board to (a) adopt the CEQA findings as a responsible party and (b) enter a Joint Development Agreement (JDA) for the implementation of a project. The JDA shall describe the rights and responsibilities of both parties and may include the terms for a Ground Lease.~~

~~3. FTA Concurrence. Before LACMTA may enter into a ground lease, the project must seek and obtain concurrence from the FTA Regional office via a letter. Details on FTA requirements for concurrence are included in the Legal Framework section V.B Federal Guidelines.~~

~~4. Ground Lease. Upon satisfactory fulfillment of the closing conditions required in the JDA, and receipt of FTA concurrence, Metro shall enter into a Ground Lease for the lease of the site. The Ground Lease shall describe the rights and responsibilities of both parties with respect to the site. The Metro CEO or designee may also enter into such other documents and agreements to implement and administer the project as described in the JDA and Ground Lease.~~

~~5. Environmental Compliance. As noted above, Metro shall not approve or be committed to a project until the Metro Board—as a responsible agency under CEQA and/or NEPA—considers and analyzes the environmental impacts of the project. The project must be cleared through CEQA before a JDA or a Ground Lease can be approved by the Board.~~

## V. LEGAL FRAMEWORK

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### A. Statutory Basis:

~~The Metro Joint Development Program maintains statutory basis as obtained by a predecessor agency, the Southern California Rapid Transit District. Under California Public Utilities Code, Section 30600: “the district may take by grant, purchase, gift, devise, or lease, or by condemnation, or otherwise acquire, and hold and enjoy, real and personal property of every kind within or without the district necessary or incidental to the full or convenient exercise of its powers. That property includes, but is not limited to, property necessary for, incidental to, or convenient for joint development and property physically or functionally related to rapid transit service or facilities. The Board may lease, sell, jointly develop, or otherwise dispose of any real or personal property within or without the district when, in its judgment, it is for the best interests of the district to do so.”~~

### B. FTA Regulations:

~~Metro joint development sites which were acquired with assistance from the FTA are subject to FTA joint development policies. Current guidance in FTA Circular 7050.1 on FTA-funded real property for joint development, stipulates that joint developments follow four criteria:~~

- ~~1. Economic Benefit—project must enhance economic benefit or incorporate private investment.~~
- ~~2. Public Transportation Benefit—project must provide physical transit improvement or enhanced connection between modes.~~
- ~~3. Revenue—generally, project must generate a fair share of revenue (at least equal to the amount of original federal investment) and be used for public transportation purposes.~~
- ~~4. Tenant Contributions—tenants pay a fair share of the costs through rental payments or other means.~~





~~Metro joint development sites which were acquired with FTA funds are subject to and will follow FTA guidance as it is updated from time to time. Joint development projects will be reviewed individually by the FTA to ensure compliance.~~

~~In addition, Metro is responsible to ensure that joint development projects comply with FTA Title VI Civil Rights and Environmental Justice requirements. Compliance with Title VI will be required of developer’s selected for joint development projects.~~

### C. Local Jurisdictions:

~~Metro joint developments are subject to local land use policies and procedures in the host jurisdiction, similar to any private development. The selected developer for any joint development site must follow the land use, zoning, permitting, and entitlement process for the local jurisdiction of that site.~~

**EXHIBIT A: JOINT DEVELOPMENT PROCESS CHART**

Metro Joint Development Process				
STAGE	Initial Community Outreach	Developer Solicitation/ Selection**	Project Refinement, Joint Development Agreement (JDA) and Ground Lease (GL) Negotiations	Permitting and Construction
ACTIONS	 >Community Meetings >Creation of Development Guidelines*	 >Issue Request for Information and Qualifications (RFIQ) and/or Request for Proposals (RFP) >Evaluate Proposals >Community update	 >Developers progress architectural design >Community outreach and input - several iterations >Entitlements and CEQA process*** >Negotiation of financial terms	 >City engineering >Construction documents >City building permits >Seek Concurrence from FTA (for properties with federal interest) >City-related approvals >On-site construction >Occupancy
	RESULT	Board approves Development Guidelines	Metro Board authorizes Exclusive Negotiation Agreement (ENA) with recommended developer(s)	Metro Board approves JDA and GL
approximate overall time frame: 48 - 70 months				
	6 - 8 months	6 - 8 months	18 - 30 months	18 - 24 months

\*Staff may undertake preliminary market analysis or related studies prior to the drafting of development guidelines.

\*\*Once the RFIQ/RFP is released, Metro is in a "blackout" period. During this period, Metro cannot discuss the specific content of proposals until staff releases their recommendations for a developer. Metro can do general outreach to keep stakeholders apprised of the process and key dates.

\*\*\*Proposed use requires local jurisdiction approval and may include environmental, zoning, and local plan consistency review and public hearings.



## ATTACHMENT A

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*Los Angeles / Orange Counties  
Building and Construction  
Trades Council*

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*Affiliated with the Building & Construction Trades Dept., AFL-CIO*



**RON MILLER**

*Executive Secretary*

January 4<sup>th</sup>, 2017

**Metropolitan Transit Authority  
Mr. Phillip Washington, CEO  
One Gateway Plaza  
Los Angeles, CA 90012**

**Subject: Letter of support for the Los Angeles County Metropolitan Transportation Authority's (Metro) Project Labor Agreement (PLA), Construction Careers Policy (CCP) and Joint Development (JD) Policy.**

The Los Angeles/Orange Counties Building & Construction Trades Council (LA/OC BCTC) is pleased to support Metro's Project Labor Agreement (PLA), Construction Careers Policy (CCP) and Joint Development (JD) Policy as amended. These programs are critical to serving the disadvantaged and historically underutilized communities with training and employment opportunities by way of construction careers.

Metro's program goals of 40% Targeted Workers, 20% Apprentice workers and 10% Disadvantaged workers that was adopted in January 2012 was not only aggressive, but it has set the benchmark for similar economic uplift programs in the nation. The LA/OCBCTC is proud to have played an important role in Metro successfully attaining its program goals of the PLA and CCP over the last five years and looks forward to continuing these efforts.

The LA/OC BCTC provides the necessary training to ensure skilled workers are provided to support Metro's construction infrastructure program and can be used to place workers in construction careers. The amendments proposed in the PLA/CCP renewal agreement will strengthen the efforts that currently exist to provide efficient and effective service to participants of the program. Some of these agreed upon efforts include informing boot camp applicants of the entrance requirements and creating opportunity for recruitment and placement services to graduates of boot camps.

The LA/OC BCTC supports the amendments proposed for the PLA/CCP, and JD policy, and looks forward to collaborating with Metro to increase its successes with the PLA/CCP and JD polices over the next ten (10) years.

Respectfully,

Ron Miller  
Executive Secretary

RM:ag/opeiu#537/afl-cio