Los Angeles County
Metropolitan Transportation
Authority
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Los Angeles, CA

Metro

Board Report

File #: 2026-0599, **File Type:** Policy **Agenda Number:** 20.

EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2026

SUBJECT: PROJECT LABOR AGREEMENT/CONSTRUCTION CAREERS POLICY RENEWAL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE the renewal of the Project Labor Agreement (PLA) and Construction Careers Policy (CCP) as amended in Attachments A and B, for a period of 10 years.

ISSUE

Since 2012, the PLA and CCP have supported Metro's capital program by promoting labor stability, prohibiting work stoppages, and expanding construction employment and training opportunities. Renewal will continue this support of Metro's capital program.

The PLA and CCP expire on January 26, 2027. Board approval of the renewal with the proposed amendments to the PLA and CCP are requested to maintain continuity, align the PLA/CCP with Metro's project delivery methods and construction contracting practices, and strengthen requirements for covered work.

BACKGROUND

At its January 2012 meeting, the Board adopted the PLA and CCP and renewed it in January 2017. The 2017 action extended the agreement for 10 years and added coverage for certain Joint Development projects. The PLA was developed in partnership with the Los Angeles/Orange Counties Building and Construction Trades Council (LA/OCBCTC) to promote labor stability and construction employment and training opportunities for workers from economically disadvantaged areas and individuals facing barriers to employment.

The PLA establishes employment terms and workforce requirements for covered construction work. The CCP serves as the policy for contractors to comply with the hiring requirements and establishes the enforcement procedures necessary to implement the PLA. Together, the PLA and CCP establish workforce participation goals of 40% Targeted Workers, 20% Apprentices, and 10% Disadvantaged Workers. Metro oversees implementation and compliance in coordination with contractors, labor unions, and Jobs Coordinators.

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Through June 2026, workers on Metro's PLA/CCP projects residing in economically disadvantaged areas have earned more than $731 million in wages and Disadvantaged Workers have earned more than $142 million. The PLA/CCP also provides a framework for collaboration among contractors, labor unions, Jobs Coordinators, workforce partners, and community-based organizations to expand access to construction careers.

DISCUSSION

Metro's capital construction program will continue to generate employment and apprenticeship opportunities across Los Angeles County. The PLA/CCP supports delivery through a consistent labor-relations framework and workforce requirements for covered projects. Staff reviewed implementation experience, stakeholder feedback, and comparable public-agency programs to inform the proposed renewal.

The following sections present the proposed amendments, followed by program performance, workforce development, stakeholder feedback, and public-agency benchmarking supporting renewal.

Proposed Amendments to the PLA and CCP

The proposed amendments address project coverage, workforce eligibility, and administration. They are intended to clarify applicability across delivery methods and construction activities, reflect amended eligibility information, and improve consistent implementation. The existing workforce participation goals remain the framework for these changes. Attachments A and B contain the proposed PLA and CCP provisions. Key changes include:

- The revised PLA and CCP clarify project applicability by expanding the definitions of covered construction work to include traditional and alternative delivery methods, such as Construction Manager/General Contractor (CMGC), Construction Manager at Risk (CMAR), Design-Build, Progressive Design-Build, and Job Order Contracting (JOC), as well as construction contracts, agreements, and task orders involving demolition, modernization, rehabilitation, renovation, repair, replacement, and improvements to new or existing facilities and infrastructure. These amendments promote consistent application of PLA/CCP requirements across Metro's construction projects.

- The revised PLA and CCP expand the eligibility criteria for Disadvantaged Workers by replacing the existing reference to veterans of the Iraq and Afghanistan wars with broader language recognizing veterans as defined under federal law. This amendment expands eligibility for veterans facing barriers to employment.

- The revised PLA and CCP update the income thresholds used to identify Economically Disadvantaged Areas (EDA) and Extremely Economically Disadvantaged Areas (EEDA). The EDA threshold increases from $40,000 to $52,000, and the EEDA threshold increases from $32,000 to $42,000, reflecting updated Census information. The amendments also incorporate language referencing future American Community Survey data to help maintain current eligibility criteria as economic conditions change.

- The revised PLA and CCP recognizes graduates of the Building Trades Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program within the Disadvantaged Worker eligibility provisions. This amendment will strengthen pathways into registered apprenticeships and construction employment while supporting Metro's existing workforce participation goals. The existing 10% Disadvantaged Worker participation requirement remains unchanged.

- The revised PLA and CCP incorporate additional administrative and terminology revisions to remove outdated references, clarify definitions, and align related provisions throughout both documents. These changes will reduce ambiguity, improve consistency, and support effective program administration and compliance monitoring.

- The revised PLA clarifies that construction contractors and subcontractors, regardless of union affiliation, may perform covered construction work provided they comply with the terms of the PLA and CCP. The amendments reinforce the requirement that contractors and subcontractors execute Letters of Assent acknowledging their obligations before commencing covered work.

- The revised PLA updates the pool of designated arbitrators available to resolve disputes arising under the agreement. This amendment will improve arbitrator availability and facilitate the timely resolution of labor disputes.

- The revised PLA updates administrative provisions to recognize electronic communications and notifications, allowing for more efficient distribution of notices, correspondence, and other required documentation among Metro, contractors, and labor representatives.

- The revised CCP establishes updated procedures for appealing liquidated damages assessments resulting from noncompliance with workforce requirements. Under the amended process, appeals involving assessments of $500,000 or less will be reviewed by DEOD's Senior Executive Officer or designee, while appeals exceeding $500,000 will be reviewed by Metro's Chief Executive Officer or designee. The revised procedures establish a written administrative review process, clarify decision-making authority, and provide a consistent framework for resolving appeals.

- The revised CCP strengthen provisions prohibiting the intentional division, phasing, or separation of construction projects into multiple contracts or scopes of work to avoid PLA/CCP requirements. The amended language clarifies that these restrictions apply to both capital improvement and Joint Development projects.

- The revised CCP updates the Craft Request Form used by contractors to request workers from the building trades unions and Jobs Coordinators. The revised form removes the previous reference limiting its use to non-federally funded projects, supporting consistent workforce referral and documentation procedures across covered projects, subject to applicable funding requirements.

MC3 Pre-Apprentices Certification and Workforce Benefits

The MC3, developed by North America's Building Trades Unions (NABTU) in 2007, is a nationally recognized pre-apprenticeship training curriculum designed to prepare individuals for entry into registered construction apprenticeship programs. The curriculum introduces participants to construction trades, industry expectations, workplace safety, and foundational skills needed to pursue careers in the construction industry. MC3 is delivered through apprenticeship-readiness programs in partnership with labor organizations, educational institutions, workforce development agencies, and community-based organizations.

Within Los Angeles County, MC3-based apprenticeship-readiness programs are offered through a network of workforce and educational partners (i.e. WINTER and Second Chance), including community colleges, YouthBuild programs, and organizations serving individuals facing barriers to employment. These programs provide opportunities for participants to develop foundational construction skills and prepare for entry into registered apprenticeships. Their objectives align with Metro's PLA/CCP framework, particularly its emphasis on expanding construction career opportunities for economically disadvantaged communities and individuals facing employment barriers.

According to data provided by the MC3 Program Coordinator, since the program's inception in 2017, 5,575 individuals have completed MC3 apprenticeship-readiness training, with 2,150 graduates placed in union construction careers, representing approximately 39% of graduates. These outcomes demonstrate the program's effectiveness in preparing individuals for construction careers and facilitating pathways into union employment.

Recognizing MC3 graduates within Metro's Disadvantaged Worker eligibility provisions will strengthen the connection between existing apprenticeship-readiness programs and employment opportunities on Metro construction projects. The amendment would provide an additional pathway for qualifying individuals to participate in Metro's workforce program, expand the potential pool of apprenticeship-ready workers available to contractors, and support achievement of Metro's existing 10% Disadvantaged Worker participation goal. The amendment does not establish a new workforce participation requirement or obligate Metro to develop or administer a separate training program. Individuals would remain subject to the applicable Disadvantaged Worker eligibility requirements.

Program Performance and Outcomes from 2016 through June 2026

From 2016-2026, Metro's PLA/CCP covered 51 construction projects valued at approximately $8.38 billion, generating 15.47 million craft hours and exceeding all three workforce participation goals. The program also encompasses 13 Measure M projects and 20 Local Hire projects valued at more than $6 billion, with 75% of Local Hire projects exceeding PLA workforce requirements. These accomplishments support renewal by demonstrating the PLA/CCP's role in connecting Metro's capital investments with construction employment, apprenticeship, and opportunities for workers facing economic barriers.

Workforce Participation Goals

- Targeted Worker Goal 40%: Attainment **51.37%**
- Apprentice Worker Goal 20%: Attainment **23.69%**
- Disadvantaged Worker Goal 10%: Attainment **15.38%**

Metro has also continued to expand workforce opportunities through Local Hire requirements on applicable projects.

Local Hire

Metro began implementing Local Hire in 2021. Local Hire complements the PLA/CCP by connecting covered construction opportunities with workers from communities served by Metro's transportation investments.

The Local Hire portfolio reported for this renewal includes 20 projects with a combined contract value exceeding $6 billion; 15 of those projects are reported as exceeding PLA workforce requirements. These results provide supporting context for continuation of the PLA/CCP framework.

Workforce Development and Outreach Initiatives

The PLA/CCP supports construction career pathways through partnerships among labor, contractors, Jobs Coordinators, workforce organizations, schools, community-based organizations, and public agencies. These partnerships connect recruitment, apprenticeship readiness, referrals, and placement with covered construction opportunities.

Regional collaboration and initiatives developed under Motion 13.1 complement this framework by addressing recruitment, retention, jobsite culture, and supportive-service barriers, including barriers affecting women in construction. The companion November PLA/CCP Quarterly Update report provides additional detail regarding workforce performance, female participation, and implementation of Motions 13.1 and 33.1 through June 2026. Renewal will maintain the workforce framework supporting these efforts as Metro's capital program advances.

PLA Stakeholder Survey

Metro conducted stakeholder surveys to obtain direct feedback from contractors, subcontractors, Jobs Coordinators, and Targeted Workers with experience implementing or participating in the PLA/CCP. Surveys were distributed to 11 contractors and 11 subcontractors, and outreach was conducted through eight Jobs Coordinator organizations. Jobs Coordinators were also asked to distribute the Targeted Worker survey to at least five workers associated with Metro PLA/CCP projects.

Metro received a total of 32 responses, including seven from contractors, five from subcontractors, 14 from Jobs Coordinator representatives, and six from Targeted Workers. The surveys solicited feedback on stakeholders' overall experiences with the PLA/CCP, program effectiveness and benefits, workforce availability and referral processes, apprenticeship and pre-apprenticeship

pathways, coordination among Jobs Coordinators and labor unions, administrative and reporting requirements, implementation challenges, and opportunities to improve program administration and workforce outcomes.

The following table summarizes key survey findings and stakeholder recommendations.

Stakeholder	Key Survey Results	Feedback/Recommendations
Contractors	**86%** characterized the program's impact as positive or somewhat positive.	One contractor noted that the PLA ***"does challenge us to look at our workforce development in a different way,"*** and reported more focused outreach and dedicated staff support for workforce goals as a result. Respondents also identified opportunities to strengthen coordination and implementation.
Subcontractors	**71%** rated their experience as positive or very positive, **71%** found compliance requirements manageable or very manageable, and **71%** rated support from Metro and program partners as effective or very effective.	Respondents recommended additional guidance for small, newly awarded, and specialized subcontractors, and more consistent documentation of craft requests.
Jobs Coordinators	**79%** rated the PLA/CCP as effective or very effective.	One respondent described Metro as having ***"one of the most proactive and effective programs within Los Angeles County."*** Recommendations included closer coordination with unions and apprenticeship-readiness programs, increased contractor engagement, and stronger pathways for qualified pre-apprenticeship graduates into registered apprenticeship.
Targeted Workers	**100%** reported gaining skills, training, or construction experience, and **83%** reported that participation benefited their employment, training, or career development.	Worker feedback emphasized continued access to employment and career advancement opportunities. As one worker put it: ***"Keep giving more opportunities to people."***

The stakeholder survey provided feedback supporting continuation of the PLA/CCP framework while

identifying opportunities to strengthen program implementation. Respondents recognized the program's value in supporting workforce development and expanding access to construction career opportunities, while identifying challenges related to hiring timelines, workforce referrals, and the availability of qualified workers. Recommendations emphasized the need for clearer contractor and subcontractor guidance, improved coordination among contractors, labor unions, and Jobs Coordinators, and stronger pathways from apprenticeship-readiness programs into registered apprenticeships and sustained construction employment.

Feedback concerning apprenticeship readiness also supports the proposed amendment recognizing MC3 graduates within the Disadvantaged Worker eligibility criteria. The survey findings will further inform ongoing improvements to program administration, stakeholder coordination, and workforce development efforts.

Public Agency Benchmarking

Staff conducted a benchmarking review of project labor agreements and community workforce programs implemented by five comparable public agencies: the City of Seattle, City of Los Angeles, Los Angeles County, City of Long Beach, and Los Angeles World Airports (LAWA) HireLAX workforce development program. The review examined PLA applicability, workforce participation goals, apprenticeship pathways, Jobs Coordinators functions, compliance monitoring, and enforcement practices.

Agency	Hiring Goals	Apprentices	What Stood Out
LA Metro (PLA/CCP)	40% targeted · 10% disadvantaged	20%	Only agency with liquidated damages for non-compliance; Jobs Coordinators; centralized DEOD administration
City of Seattle (CWA)	Priority workers from distressed ZIP codes	20%	Most prescriptive: 1 in 5 apprentices must be pre-apprenticeship graduates (Preferred Entry)
LAWA (HireLAX) (PLA)	30% local	20%	Institutionalized 8-week MC3 pre-apprenticeship pipeline into union apprenticeships
LA County (CWA)	30% local ·10% targeted	20%	Can facilitate new apprentice indentures when qualified supply is short
City of Long Beach (PLA)	40% local ·10% transitional/veteran	30%	Mandatory Jobs Coordinator; public monthly and annual reporting
City of Los Angeles (PLA)	20% local ·10% transitional	20%	Administered by Bureau of Contract Administration

The benchmarking findings affirmed Metro's comprehensive PLA/CCP framework, which establishes 40% Targeted Worker, 20% Apprentice, and 10% Disadvantaged Worker participation goals, supported by Jobs Coordinators, centralized compliance monitoring, and contractor accountability measures. While the agencies reviewed employ different approaches to workforce participation and enforcement, Metro's CCP includes a distinct liquidated damages framework tied to workforce goal attainment.

The review also identified practices that could further strengthen Metro's program, including structured apprenticeship-readiness pathways, enhanced workforce referrals, and improved contractor guidance. In particular, LAWA's HireLAX program demonstrates how MC3 pre-

apprenticeship training can support entry into registered apprenticeships, providing additional context for the proposed amendment recognizing MC3 graduates within Metro's Disadvantaged Worker eligibility criteria. Overall, the benchmarking findings support renewal of Metro's PLA/CCP while identifying opportunities to strengthen workforce referrals, apprenticeship pathways, contractor guidance, and compliance monitoring.

DETERMINATION OF SAFETY IMPACT

There is no safety impact related to this action.

FINANCIAL IMPACT

There is no immediate budget impact from approval of this recommendation.

EQUITY PLATFORM

The PLA/CCP connects Metro's construction investment with employment and training opportunities for residents of economically disadvantaged areas and workers facing barriers to employment. Renewal maintains a framework for targeted workforce participation, apprenticeship access, contractor accountability, and monitoring of workforce outcomes. Data reviewed for the PLA/CCP renewal demonstrate the success of Metro's PLA/CCP in providing opportunities for disadvantaged workers. To date, the program has generated over 14.9 million construction work hours performed by Targeted Workers, Apprentices and Disadvantaged Workers demonstrating that Metro's construction investments are translating into measurable employment and career development opportunities for workers facing barriers to employment.

The proposed income threshold amendments retain the Board-adopted eligibility methodology while updating the dollar thresholds used to identify eligible areas. Stakeholder recommendations concerning onboarding, referrals, apprenticeship entry, and post-placement support identify additional ways to improve access and sustained participation. Staff will continue monitoring workforce results to identify barriers and implementation needs.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as it is the goal of Metro's PLA/CCP program to provide employment opportunities to economically disadvantaged individuals of Los Angeles County. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item

supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The PLA/CCP supports Strategic Plan Goal 3, enhancing communities and lives through mobility and access to opportunity, by connecting capital investment with construction employment, apprenticeship, and career opportunities for workers facing economic barriers.

ALTERNATIVES CONSIDERED

The Board could elect not to renew the PLA/CCP. Staff does not recommend this alternative because it would discontinue the established labor stability and workforce participation framework for future covered construction projects upon expiration of the current agreement. This could affect Metro's ability to maintain consistent labor requirements and advance targeted employment, apprenticeship, and construction career opportunities through future covered procurements. Existing contracts would remain subject to their governing terms

Alternatively, the Board could renew the existing PLA/CCP without the proposed amendments, subject to agreement with the signatories. Staff does not recommend this alternative because it would defer necessary updates to clarify applicability across Metro's construction delivery methods and contracting practices, expand workforce eligibility, and strengthen administration of the PLA/CCP. The proposed amendments reflect lessons learned through implementation and are intended to support consistent application of the PLA/CCP requirements across covered projects.

NEXT STEPS

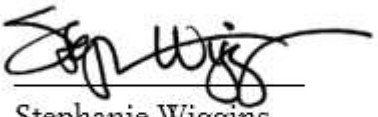
Following Board approval, staff will finalize the renewed PLA and CCP consistent with the approved terms, publish the documents on Metro's relevant web pages, and notify contractors, labor partners, Jobs Coordinators, and other stakeholders. Staff will incorporate the requirements into applicable construction and Joint Development procurements beginning on the approved effective date, provide implementation guidance, and continue compliance monitoring and workforce performance reporting. Applicability to existing contracts and procurements already underway will follow the approved transition provisions and governing contract terms.

ATTACHMENTS

Attachment A - PLA Proposed Amendments
Attachment B - CCP Proposed Amendments

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Reviewed by: S. Gookin, Deputy Chief Executive Officer



Stephanie Wiggins
Chief Executive Officer

ATTACHMENT A

Local Targeted Worker

PROJECT LABOR AGREEMENT

Renewed as of ~~January 26, 2017~~ November 18, 2026

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

PROJECT LABOR AGREEMENT
LACMTA and LA/OCBCTC

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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 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; and

WHEREAS, this Agreement is not intended to have an adverse impact on the policy of the LACMTA to maximize business opportunities for disadvantaged ~~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 ("LA/OCBCTC" or "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/Subcontractor/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/Subcontractor/Employers/Developers, and further, to encourage close cooperation among the Contractors/Subcontractor/Employers/Developers ~~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/Subcontractor/ Employers/Developers ~~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/Subcontractor/Employers/ Developers ~~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/Subcontractor/Employers/ Developers~~Contractors/Employers/Developers~~, in effect and covering the area of this Project; and

WHEREAS, this Agreement reflects a commitment by all parties to targeted 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 U.S. 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 construction contract, agreement, or task order for the performance of construction work on a Covered Project, including, but not limited to, demolition,

installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades.~~means a contract to perform construction work on a covered project.~~

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/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/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 3.2~~8~~7 of the Construction Careers Policy); (7) emancipated from the foster care system; (8) being a veteran as defined by federal law ~~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; or (10) having successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program ("MC3 Graduates"). Individuals meeting the criteria under either Items 9 ~~and~~or 10 must also meet at least one of the other criteria in Items 1 through 8 to qualify as a Disadvantaged Worker~~,~~.

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 $52~~40~~,000 per year, as measured and reported by the U.S. Census Bureau in the 2020~~20~~~~10~~ 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 $42~~32~~,000 per year, as measured and reported by the U.S. Census Bureau in the 2020~~20~~~~10~~ 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/E/Ds detailed hiring plan as described in LACMTAs Construction Careers Policy.

1.12 "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.

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

1.14 "LACMTA" means the Los Angeles County Metropolitan Transportation Authority.

1.15 "Letter of Assent" means the document which formally binds each C/S/E/D to adherence to all the forms, requirements and conditions of this Agreement that each C/S/E/D, of any tier, regardless of whether each C/S/E/D is a signatory to union agreement, 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.

1.16 "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.

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

1.18 "Project" or "Covered Project" means the performance of any construction work under a construction contract, agreement, or task order including, but not limited to, demolition, installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades. Covered Projects include (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 "B" 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.

1.19 "Project Work" means construction work performed in the construction of a Covered Project.

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

1.21 "Union" or "Unions" or "Signatory Unions" means the Los Angeles/Orange Counties Building and Construction Trades Council ("Council") affiliated with the Building and 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/E/D entering into a Construction Contract for the Project, C/S/E/Ds 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 and 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 Contractors/Subcontractor/Employers/ Developers' 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 Surveyor or 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/E/Ds, as appropriate, have the absolute right to award contracts or subcontracts under this Agreement to any C/S/E/D notwithstanding the existence or non-existence of any agreements between such C/S/E/D and any Union parties, provided only that such C/S/E/D is ready, willing and able to execute and comply with this Agreement should such C/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/Subcontractors/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 National Transient Lodge (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 United Association (Plumbers, Pipefitters, Sprinkler Fitters) and International Brotherhood of Electrical Workers ("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/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/E/Ds 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/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.

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

3.5 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 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/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 basis, both of which will be offered by the Unions involved to the Contractors/Subcontractors/Employers/ Developers 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/Subcontractors/Employers/ Developers ~~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/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~~

1. Andrea Dooley
2. David Weinberg
3. Sara Adler
4. Fred Horowitz
5. Juan Carlos Gonzalez
6. Robert Hirsch
7. Chris David Ruiz Cameron

The Parties may, in a writing agreed to and signed by the Parties, add, supplement, revise,

or replace the list of permanent Arbitrators set forth herein. Any Arbitrator so added shall be deemed a permanent Arbitrator for purposes of this Article and shall have the same authority, status, and responsibilities as the permanent Arbitrators listed herein.

The Parties agree these shall be the seven (7) permanent Arbitrators under this procedure. In the event that none of the seven permanent Arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the seven permanent Arbitrators is available 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. Charles Askin~~
~~2. Phil Tamoush~~
~~3. William Rule~~

1. Mark Burstein
2. Katherine Thomson
3. Carol Vendrillo

The Parties may, in a writing agreed to and signed by the Parties, add, supplement, revise, or replace the list of permanent Arbitrators set forth herein. Any arbitrator so added shall be deemed a permanent Arbitrator for purposes of this Article and shall have the same authority, status, and responsibilities as the permanent Arbitrators listed herein.

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/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~~electronic mail (email) 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, by ~~facsimile or electronic mail~~ (email)~~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 (1) session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. The 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 closing 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.

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/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/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~~electronic mail ~~(~~email~~)~~ 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, and applicable Executive Orders and guidance, the C/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 ~~RECOGNITION~~~~SECURITY~~RECOGNITION

6.1 The C/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 Employees are not required to become or remain Union members or pay Union dues or fees as a condition of performing work on a Covered Project. However, C/S/E/D shall make and transmit all deductions for Union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable master labor agreement (MLA).

Nothing in this is intended to supersede independent requirements of the applicable MLA as to those C/S/E/D otherwise signatory to such MLAs and as to the employees of those C/S/E/D who are performing work on Covered Projects.

~~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/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/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 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/E/Ds utilizing core employees shall follow the procedures outlined below:

7.1.1 The C/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/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/E/D and meets the required definition of 1.7 above.

7.1.2 Each C/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/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/E/D's requirements are met or until such C/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/E/D under this Agreement. This provision applies only to C/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/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/E/D for Local Targeted Workers within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), the C/S/E/D shall be free to obtain Local 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/E/D within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that C/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/E/Ds must document all efforts made to comply with the targeted hiring process to locate and hire Local Targeted Workers.

7.3.2 The C/S/E/D shall inform the Unions, Jobs 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 Targeted Worker, having been pre-screened and/or pre-qualified by the Jobs Coordinator, and employed by the C/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 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/Subcontractors/Employers/ Developers~~Employers~~.

7.5 Covered Projects

7.5.1 On Covered 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/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/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/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/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, the C/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/E/D seeks to meet this requirement, the C/S/E/D and Unions must first refer Community Area Residents.~~,~~ After Unions and C/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. After Unions and C/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~~, which includes MC3 Graduates and veterans~~.~~.~~

(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 Federally-Funded projects if approved, or allowed, by the Federal-Funding entity.

7.5.4 Apprentice Hiring Requirements for Covered Projects.

(a) All C/S/E/Ds 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 tracking information and shall submit quarterly retention reports to the LACMTA in the agreed-upon format.

(e) If, in response to the C/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/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/E/D may be paid to the new Apprentice over the first three (3) paychecks.

(f) The C/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/E/D shall provide adequate proof, evidencing the worker's qualification as a journeyman.

7.6 The Disadvantaged Workers will be referred to the Unions from the Jobs Coordinator qualified to perform construction job 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 as defined by federal law~~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;~~.~~
j. MC3 Graduate.

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/E/D shall be the sole judge of the qualifications of any employee including those referred to the C/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/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/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/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, and/or general dispatch.

7.11 When Local Targeted Workers are requested by a C/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/E/D, having not achieved its targeted hiring participation levels, requests a Local Targeted Worker from the Union hiring facility, and is referred a worker who is not a Local Targeted Worker, the C/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/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 work 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 AND BENEFITS

8.1 All employees covered by this Agreement shall be classified in accordance with work performed and paid by the C/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 the prevailing rate increases under law, the C/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/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/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/E/D and Union agree that only such bona fide employee benefits that 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/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/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/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/E/D's employees. Each C/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/Subcontractors/Employers/Developers.~~Employer.~~ C/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/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/E/Ds, 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/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/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 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/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 grievance. If 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) Andrea Dooley, (2) David Weinberg, (3) Sara Adler, (4) Fred Horowitz, (5) Juan Carlos Gonzalez, (6) Robert Hirsch, and (7) Chris David Ruiz Cameron. 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/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. 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/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/E/Ds 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/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~~ Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

12.4 All Jurisdictional Disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature and the C/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/E/Ds shall not discipline or dismiss its employees except for good cause.

ARTICLE XIV
MANAGEMENT RIGHTS

14.1 The C/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/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/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/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/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/E/Ds 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/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/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/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/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/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/E/D and the LACMTA.

15.2 Employees shall be bound by the safety, security and visitor rules established by the C/S/E/D and the LACMTA. These rules will be published and posted in conspicuous places by the C/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/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/E/D has a "drug free" workplace 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 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 enjoys the LACMTA from complying with all or part of its provisions, no C/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/E/Ds who remain bound to this Agreement, and no action taken by the Unions or their members shall disrupt the work of such C/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/E/D will conduct a pre-job conference with the appropriate affected Union(s) and the Council prior to commencing work. The C/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/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/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/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/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 non-working 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/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 ten (10) 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: _____
Stephanie N. Wiggins
Chief Executive Officer

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL

By: _____ Date: _____
Ernesto Medrano
Executive Secretary
Los Angeles/Orange Counties Building
And Construction Trades Council

Union Signatory Page

Asbestos Heat and Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers and 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 (Local 1309) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters and 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/Fitters Local 761) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders (Local 1414) _____

Roofers and- Waterproofers (Local 36) _____

Sheet Metal Workers (Local 105) _____

~~Southwest Regional Council of Carpenters~~ _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

ATTACHMENT A – LETTER OF ASSENT

COMPANY LETTERHEAD

METRO OFFICIAL / OFFICE

PROJECT NAME: _____

Dear _____:

This is to certify that the undersigned Contractor/Subcontractor/Employer/Developer ("C/S/E/D") has read and understood the Project Labor Agreement ("PLA") entered into between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and signatory Building and Construction Trades Councils and Unions ~~dated _____~~ and the LACMTA Construction Careers Policy ("Policy"). The undersigned C/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/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/E/D as though the C/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 and the Policy) that the undersigned C/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/E/D from being approved to work on this project.

This Letter of Assent shall become effective and binding upon the undersigned C/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: _____ Date: _____
(Name and Title of Authorized Executive)

_____
(Contractor's State License No.)

ATTACHMENT B – PROJECT LIST FOR PROJECT LABOR AGREEMENTS

	Project Title	Estimated Construction Start	Estimated Completion Year
1	Westside Subway Extension Project, Section 1 - Design Build	2014	2025
2	Purple Line Extension Section 2	2018	2025
3	Purple Line Extension Section 3 - Stations	2019	2027
4	Purple Line Extension Section 3 - Tunnels	2019	2026
5	Division 20 TPSS (PWT 2)	2019	2025
6	Division 20 Portal Widening Turnback Construction	2020	2025
7	Crenshaw/LAX Construction Punch-Out List	2022	2027
8	Purple Line Extension Section 3 - VA Parking Structure	2023	2026
9	East San Fernando Valley Light Rail Transit Project	2024	2031
10	Fire Alarm Systems Replacement (5 Stations + Div. 20)	2024	2026
11	Crenshaw/LAX K-Line Paving and Improvement Project	2024	2025
12	I-605 South Street Off Ramp Improvement - FHWA	2024	2025
13	G - Line Progressive Design Build	2025	2027
14	I - 105 Express Lanes CMGC Project	2025	2029
15	North Hollywood to Pasadena Bus Rapid Transit CMGC	2025	2029
16	Doran Street Grade Separation Project	2026	2028
17	A&E Interlock CMGC	2026	2028
18	ZEB Charging Infrastructure Division 18 & Division 7	2026	2028
19	Vermont Bus Rapid Transit Project	2026	2028
20	Link Union Station (Link US)	2026	TBD
21	Games Multimodal Infrastructure Project	2027	2028
22	Southeast Gateway Line Project	TBD	TBD
23	C & K Line Stations Improvements	TBD	TBD

ATTACHMENT C

APPROVED DRUG AND ALCOHOL TESTING POLICY
LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL
(revised Dec. 2019)

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

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

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

3. No Contractor may implement drug and alcohol testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Prime Contractor's project manager. Said notice shall be provided at the pre-job conferences for each Covered Project. Failure to give such notice shall make any drug and alcohol testing engaged in by the Contractor a violation of the CWA and subject to the Article 10 grievance procedure.

4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

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

a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. A Contractor may request an applicant or employee promptly, within four (4) hours of

the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.

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

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the CWA or new testing procedures are approved, then these new regulations will be deemed as part of this existing CWA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.

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

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

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

1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to themselves or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Community Workforce Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing their job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project,

the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.

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

6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:

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

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

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

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

e. Only two (2) periodic tests may be performed in a twelve (12)-month period.

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

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

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the CWA shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.

11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a

written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

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

13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.

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

SPECIMEN REPORTING CRITERIA

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

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):
Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.
Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

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

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

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

MEMORANDUM OF UNDERSTANDING REGARDING
"QUICK" DRUG SCREENING TESTS PURSUANT TO
DRUG AND ALCOHOL TESTING POLICY

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

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

Construction Trade Unions Contact Numbers

Asbestos Heat and 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 and Allied Craftworkers (Loc. 4)
11818 Clark St., Suite A
Arcadia, CA 91706
Tel: (626) 739-5600
Fax: (626) 739-5610

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.
Los Angeles, CA 90006
Tel: (213) 385-3550
Fax: (213) 385-6985

Laborers Local #1309
3919 Paramount Blvd.
Lakewood, CA 90712
Tel: (562) 421-9346
Fax: (562) 421-5964

Operating Engineers (Local 12)
150 E. Corson
Pasadena, CA 91103
Tel: (626) 792-8900
Fax: (626) 792-9039

Painters and 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 and
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., Suite 200
Rancho Cucamonga, CA 91730
Tel: (909) 625-2493
Fax: (909) 626-4620

Pipe Trades (Plumbers / Fitters – Local 761)
1305 N. Niagara Street
Burbank, CA 91505
Tel: (818) 843-8670
Fax: (818) 843-5209

Western States Regional Council of Carpenters
533 S Fremont Ave Ste 410
Los Angeles, CA 90071
Tel: (213) 385-1457
Fax: (213) 385-3759

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 and 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

Los Angeles County
Metropolitan Transportation Authority

Metro

Local Targeted Worker

GENERAL MANAGEMENT
Construction Careers Policy

Renewed ~~January~~ November ~~26~~18, 20~~17~~26

GEN 58

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. 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: _____

Los Angeles County
Metropolitan Transportation Authority

Metro

GENERAL MANAGEMENT
Construction Careers Policy

GEN 58

1.0 GENERAL

The Diversity and Economic Opportunity Department (DEOD) will administer this policy, and will work closely with Construction, 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 a construction contract, including but not limited to, demolition, rehabilitation, alteration, renovation, installation, repair, or improvement work performed at LACMTA facilities, whether new or existing, that is funded, administered, or controlled by LACMTA, including, but not limited to approved delivery or alternative delivery methods (design-bid-build, design-build, construction manager/general contractor (CMGC), construction manager at risk (CMAR), progressive design-build, job order contracting, etc.), site preparation, demolition, structural, electrical, mechanical, and related systems work ~~to all construction projects~~ with a 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 $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/E/Ds) to comply with the terms of the LACMTA-PLA and Policy through a Letter of Assent to the LACMTA.

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/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 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.

The Prime Contractor shall ensure that the following targeted hiring requirements are met for:

- 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/E/D seeks to meet this requirement, the C/S/E/D and Unions must first refer Community Area Residents. After Unions and C/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/E/Ds have exhausted the available pool, they shall refer Local Residents from 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.

2.5 Compliance

LACMTA or its authorized representatives shall determine whether a Prime Contractor and its C/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/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/E/Ds have complied with all other requirements of the LACMTA-PLA and the Policy, and (b) that it and each C/S/E/D have either (i) satisfied the targeted hiring requirements of the LACMTA-PLA and this Policy with regard to the 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/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/E/D's request and the C/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/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/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/E/D's commitment to comply with the targeted hiring requirements of the LACMTA-PLA and Policy is a material element of the contract.
- 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/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 journeyperson 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 or ~~her/his~~their designee~~.~~ to assess Liquidated Damages to be withheld from the contractor's retention.

2.6.2 Liquidated Damages Appeal

2.6.2.1 The Prime Contractor may appeal an assessment of Liquidated Damages by submitting a written appeal to the LACMTA within ten (10) calendar days of receipt of the Liquidated Damages assessment. The written appeal shall state the basis for the appeal and include any all supporting documentation the Prime Contractor requests the LACMTA to consider. Unless requested by the applicable appeal authority, supplemental documentation submitted after expiration of the ten (10) calendar-day appeal period will not be considered. Failure to submit a written appeal within the time specified in this Section shall constitute a waiver of the right to appeal, and the assessment of Liquidated Damages shall become final.~~The Prime Contractor may appeal the assessment of Liquidated Damages before the LACMTA's CEO or her/his designee. 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 Upon receipt of a timely appeal, DEOD shall compile the administrative record and submit the appeal and relevant

supporting documentation to the applicable appeal authority. The administrative record shall include the Liquidated Damages assessment and documentation supporting the assessment, the Prime Contractor's written appeal and supporting documentation, and other relevant documentation relied upon by the LACMTA in making the assessment~~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~~.

2.6.2.3 For an assessment of Liquidated Damages of five hundred thousand dollars ($500,000) or less, the appeal shall be reviewed and determined by the Senior Executive Officer of the DEOD, or their designee.

2.6.2.4 For an assessment of Liquidated Damages greater than five hundred thousand dollars ($500,000), the appeal shall be reviewed and determined by the LACMTA's Chief Executive Officer (CEO) or the CEO's designee.

2.6.2.5 The appeal shall be determined based on the written administrative record. No hearing shall be required. In determining the appeal, the applicable appeal authority shall consider the information upon which the Liquidated Damages assessment was based and any information or documentation submitted by the Prime Contractor demonstrating compliance or the efforts required under Section 2.5 of this Policy. The applicable appeal authority shall determine whether the assessment is supported by the administrative record and is consistent with the requirements of this Policy. The applicable appeal authority may affirm, reduce, modify, or rescind the assessment of Liquidated Damages based on the administrative record.

2.6.2.6 The LACMTA shall provide the Prime Contractor with the appeal determination in writing within (10) ten businesses days following receipt of the complete administrative record.

The determination of the applicable appeal authority shall constitute LACMTA's final administrative determination under this Policy.

~~2.6.2.2~~

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 U.S. Department of Labor (DOL) and California DAS.

3.2 Board means the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board of Directors.

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 construction contract, agreement, or task order for the performance of construction work on a Covered Project, including, but not limited to, demolition, installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades~~any construction projects, including but not limited to, demolition, rehabilitation, alteration, renovation, installation, repair, or improvement work performed at LACMTA facilities, whether new or existing, that is funded, administered, or controlled by LACMTA, including,~~

but not limited to design-build delivery, site preparation, demolition, structural, electrical, mechanical, and related systems work with a 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 in Section 3.0. s.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."

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; (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 warasas defined by federal law; or (9) being an apprentice with less than 15% of the required graduating apprenticeship

hours in a program; or (10) having successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program ("MC3 Graduates"). ~~.~~

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 $52~~40~~,000 per year, as measured and reported by the U.S. Census Bureau in the 202~~1~~0 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 $4~~3~~2,000 per year, as measured and reported by the U.S. Census Bureau in the 20~~1~~20 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.

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/E/D to adherence to all the forms, requirements and conditions of this Agreement that each C/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 Policy means this Construction Careers Policy (CCP). This Policy shall govern covered construction projects as defined herein.

3.20 Prime Contract means a contract entered into by a Contractor and the LACMTA for construction of the Project Work.

3.21 Prime Contractor means a Contractor that has entered into a Prime Contract with the LACMTA.

3.22 Project or Covered Project means the performance of construction work under construction contract, agreement, or task order including, but not limited to, demolition, installation, alteration, renovation, modernization, rehabilitation, repair, replacement, or site preparation of new and/or existing facilities and infrastructure, or other activities customarily performed by construction trades. Covered Projects include 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 $~~2.~~5 million or more and awarded by the LACMTA; and

Project or Covered Project also means:

(a) Joint Development PLA Projects.

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 shall not be intentionally segmented, split, divided, phased, or otherwise separated into multiple contracts or scopes of work for the purpose of avoiding the application of this Agreement. This provision shall apply to all Covered Projects, including but not limited to capital improvement projects and Joint Development Projects~~Covered Work will not be intentionally segmented, split, divided or otherwise separated for contract award purposes to avoid application of this Agreement~~.

3.23 Project Labor Agreement (PLA) means an agreement entered into between the Los Angeles/Orange County Building and Construction Trades Council (LA/OCBCTC), Unions and the LACMTA.

3.24 Project Work means construction work performed in the construction of a project.

3.25 Reporting Period means the indicated reporting period for measuring the targeted hiring efforts of the C/S/E/Ds. These reporting periods shall be defined by the LACMTA and will continue until construction of the project has been completed.

3.26 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 $4~~3~~2,000 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 $52~~40~~,000 per year.

3.27 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.

3.28 Union or Unions or Signatory Unions means the Los Angeles/Orange Counties Building and Construction Trades Council (Council) affiliated with the Building and 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/E/Ds.
- LACMTA shall collect a Letter of Assent from each C/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/E/D(s)' estimated start of work. Approval of a C/S/E/D to work on a Project is contingent upon the C/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 ~~her/his~~their designee.

Prime Contractor and its C/S/E/Ds shall perform the following responsibilities:

- The Prime Contractor shall ensure that its C/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/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/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/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/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/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/E/D shall conduct a pre-job conference with the appropriate affected Union(s) and the Council prior to commencing work. The C/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/E/D at a pre-job conference held 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/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/E/D must notify the appropriate affected craft union(s) prior to the commencement of work.

- The Prime Contractor and its C/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/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/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/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/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).
    - 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 C/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 C/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, Disadvantaged Workers, as well as those referred by the Jobs Coordinator for entrance, 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

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
10/09/26 Revised policy with definition expansion, EDA/EEDA threshold updates, and revised liquidated damages appeal process.

Los Angeles County
Metropolitan Transportation Authority

Metro

GENERAL MANAGEMENT
Construction Careers Policy

GEN 58

Attachment A

Attachment B

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

REQUEST FOR CRAFT EMPLOYEES
(FOR METRO 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, local, 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 one of the Community Area Table in the 5 mile radius list. If unavailable, those residing in Local Area Table in the Los Angeles County List.*

10% "Disadvantaged" Requirement. *(Union craft employees, including apprentices, who live in one of the Community Areas, or Local Areas identified in the above lists, 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)*

(Economically Disadvantaged Areas are referenced at 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	Available for Dispatch	Unavailable for Dispatch
40% Targeted	_____	_____
20% Apprentice	_____	_____
10% Disadvantaged	_____	_____

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.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

REQUEST FOR CRAFT EMPLOYEES
(FOR METRO NON-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, local, 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 one of the Community Area Table in the 5 mile radius list. If unavailable, those residing in Local Area Table in the Los Angeles County List.*

10% "Disadvantaged" Requirement. *(Union craft employees, including apprentices, who live in one of the Community Areas, or Local Areas identified in the above lists, 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)*

(Economically Disadvantaged Areas are referenced at *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	Available for Dispatch	Unavailable for Dispatch
40% Targeted	_____	_____
20% Apprentice	_____	_____
10% Disadvantaged	_____	_____

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.

Project Labor Agreement / Construction Careers Policy Renewal

Executive Management Committee
November 19, 2026

Metro

Recommendation: 10-Year Renewal

APPROVE the renewal of the Project Labor Agreement (PLA) and Construction Careers Policy (CCP) as amended in Attachments A and B, for a period of 10 years.

Continuity Before January 26, 2027

- Maintain the labor stability and workforce framework for covered construction and applicable Joint Development projects.

Established Goals Remain Unchanged

- 40% Targeted Workers 20% Apprentices 10% Disadvantaged Workers

Metro

Performance Exceeds all Workforce Goals

2016 through June 2026

51 projects **$8.38B in value** **15.47M craft hours**

Worker category	Goal	Attainment
Targeted Workers	40%	**51.37%**
Apprentices	20%	**23.69%**
Disadvantaged Workers	10%	**15.38%**

More than $731M earned by workers from economically disadvantaged areas and $142M by Disadvantaged Workers

Local Hire: 15 of 20 projects exceed PLA workforce requirements

Metro

Proposed Amendments to the PLA/CCP

Worker Eligibility

- Economically Disadvantaged Area (EDA): $40K → $52K/yr (2020 Census)
- Extremely Economically Disadvantaged Area (EEDA): $32K → $42K/yr (2020 Census)
- Updating the thresholds preserves the original percentile-based framework adopted by the Board in 2012
- Multi-Craft Core Curriculum (MC3) graduates added to the Disadvantaged Worker definition as an apprenticeship-readiness pathway; counts toward the existing 10% requirement, no separate participation percentage

Scope Expansion

- Covered Project definition expanded — all delivery methods now included: design-bid-build, design-build, progressive design-build, CMGC, CMAR, job order contracting
- Anti-segmentation language strengthened: work cannot be split/phased to avoid PLA coverage
- Construction Contract definition broadened to include task orders, demolition, modernization, rehabilitation, etc. of new and/or existing facilities

Legal & Compliance

- Executive Order 11246 reference removed (EO was rescinded); replaced with 'applicable federal and state law and regulation, and applicable Executive Orders and guidance'
- Letter of Assent now binding on ALL contractor/subcontractor tiers regardless of union signatory status
- Veteran definition updated from 'Iraq/Afghanistan war veteran' → 'veteran as defined by federal law'
- Section 6.2 updated so employees cannot be required to join a union or pay union dues/fees as a condition of working on a Covered Project, consistent with Janus v. AFSCME (2018)

Administrative

- Arbitration panel refreshed with 7 new arbitrator names; Parties may add or replace arbitrators by written agreement going forward
- Telegram notification method replaced with email throughout document
- CEO's authority to assess and hear appeals of Liquidated Damages now extends to her/his designee

Metro

MC3 Strengthens the Apprenticeship Pathway

5,575 graduates
2,150 placed in union construction careers

MC3 program outcomes since 2017, as cited in the board report

Connection to Metro projects

Recognize qualifying MC3 graduates as Disadvantaged Workers, linking apprenticeship readiness with covered employment.

Existing requirements remain

The 10% Disadvantaged Worker goal stays in place.
No separate Metro training program or participation goal.

Metro

Stakeholder Feedback Supports Continuation

32 responses across four stakeholder groups

- **86% of contractors reported a positive program impact**
  "The PLA does challenge us to look at our workforce development in a different way,"

- **79% of Jobs Coordinators rated the program effective**
  "One of the most proactive and effective programs within Los Angeles County."

- **100% of responding workers gained skills or experience**
  "Keep giving more opportunities to people."

Implementation priorities: Clearer contractor guidance, better referral coordination and stronger apprenticeship pathways

Metro


Thank you
Metro