

**CITY OF SAN DIEGO**  
**PROJECT LABOR AGREEMENT**  
**FOR CONSTRUCTION OF PURE WATER PROGRAM**  
**PHASE I PROJECTS**

**Effective Date: June 16, 2020**

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**CITY OF SAN DIEGO**

**PROJECT LABOR AGREEMENT**

**FOR CONSTRUCTION OF PURE WATER PROGRAM**

**PHASE I COVERED PROJECTS**

This Project Labor Agreement (hereinafter, “PLA” or “Agreement”) is entered into this 16<sup>th</sup> day of June, 2020 by and between the San Diego Building and Construction Trades Council (hereinafter “Council”), and the signatory Craft Unions (hereinafter, together with the Council, collectively, the “Union” or “Unions”), and the Contractors performing work on Covered Projects that are subject to this Agreement. The City of San Diego is not a signatory Party to this Agreement, but shall be considered a “negotiating party” and will be responsible for implementing and administering the Agreement as described herein together with the Council, Unions and Contractors.

**ARTICLE 1**

**RECITALS**

WHEREAS, the City desires the completion of the Pure Water Program Phase I Projects in a professional, safe, efficient, and economical manner, without undue delay or work stoppage; and

WHEREAS, the successful completion of the City’s Pure Water Program Phase I Projects are of the utmost importance to the rate payers and the City; and

WHEREAS, the Parties have pledged their full commitment to work towards a mutually satisfactory completion of the Pure Water Program Phase I Projects; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work on the Pure Water Program Phase I Projects, including workers affiliated with and/or represented by the Unions; and

WHEREAS, it is recognized that on construction projects 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 Parties agree that by establishing and stabilizing wages, hours, and working conditions for the workers employed on the Pure Water Program Phase I Projects, a

satisfactory, continuous, and harmonious relationship will exist among labor and management that will lead to the efficient and economical completion of Covered Projects; and

WHEREAS, in recognition of the special needs of the Project Work and to maintain a spirit of harmony, labor-management relations, peace, and stability during the term of this PLA, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances without any strikes, slowdowns, work interruptions, or disruption of Project Work, and the Contractors agree not to engage in any lockout.

WHEREAS, the City places high priority upon the development of comprehensive programs for the recruitment, training, and employment of City Residents and Targeted Workers, and also recognizes the ability of local Apprenticeship Programs to provide meaningful and sustainable careers in the building and construction industry. The Parties will encourage City Residents and Targeted Workers to participate in Project Work through programs and procedures jointly developed to prepare and encourage such individuals for entrance into Apprenticeship Programs and formal employment on the Project Work through the referral programs sponsored and/or supported by the Parties to this PLA.; and

WHEREAS, the Project Work will provide opportunities for Disadvantaged Business Enterprises to participate as Contractors, subcontractors, or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the City, the Project Labor Coordinator, and other organizations retained by the City for this purpose, to encourage and assist the participation of Disadvantaged Business Enterprises in the Project Work. Specifically, all Parties understand that the City has established and quantified goals which place a strong emphasis on the utilization of Disadvantaged Business Enterprises on the Project. Each Party agrees that it shall participate in outreach programs and provide education, and assistance to businesses not familiar with working on projects of this scope. Further, the Parties shall ensure that the provisions of this PLA do not inadvertently establish impediments to participation of such Disadvantaged Business Enterprises, City Residents and Targeted Workers.

WHEREAS, it is further understood that the City is a real party in interest to this Agreement and shall actively administer and enforce the obligations of this PLA to ensure that the benefits of this Agreement flow to all signatory Parties, craft persons working under it, and the rate payers and residents of the City. The City will send a letter to the Council to signify that the City will be performing its obligation under this Agreement and will designate a "Project Labor Coordinator," either from its own staff and/or an independent contractor acting on behalf of the City, to monitor and enforce compliance with this PLA. In addition, this letter will state that the City will include and incorporate this Agreement into each Covered Project's construction documents. The Project Labor Coordinator, as the authorized representative of the City, will assist with the development and implementation of the programs referenced in this PLA, all of which are critical to fulfilling the intent and purposes of the Parties and this PLA.

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

## **ARTICLE 2**

### **DEFINITIONS**

Capitalized terms utilized in this PLA which are not otherwise defined herein shall have the meanings ascribed to said terms below.

“Agreement” means this Project Labor Agreement (PLA).

“Applicable Prevailing Determination” means the prevailing wage determinations applicable to Project Work pursuant to the State of California Labor Code.

“Apprentice” means an apprentice properly registered in an Apprenticeship Program for the entire time they are employed on a Covered Project.

“Apprenticeship Program” as used in this PLA shall be defined as an apprenticeship program certified by the State of California.

“City” means the City of San Diego and its departments delivering the Covered Projects.

“City Resident” means a City of San Diego permanent resident at the time of initial employment on a Covered Project or a Veteran residing anywhere.

“Contractor” means any contractor to whom the City awards a Construction Contract for Project Work and all subcontractors utilized by such Contractors for Project Work. The term “Contractor” includes any individual, firm, partnership, corporation, owner operator, or combination thereof, including joint ventures, that has entered into a contract with the City for Project Work, or any subcontractor who has signed a contract with a Contractor or another subcontractor for Project Work.

“Core Employees” are defined in Article 4, Section 4.6 (e).

“Council” means the San Diego County Building & Construction Trades Council.

“Covered Contract” means a contract awarded to a Contractor by the City for a Pure Water Program Phase I Project identified in Appendix A.

“Covered Project” or “Project Work” means a Pure Water Program Phase I Project that is identified in Appendix A and is limited to the construction site of work.

“Disadvantaged Business Enterprise” means a firm that has been certified via the Department of Transportation, but also includes: Minority Business Enterprises or Woman Business Enterprises certified by the Department of Transportation or the California Public Utilities Commission; and Small Local Business Enterprises or Emerging Local Business Enterprises certified by the City.

“Prime Contractor” means the prime Contractor awarded a Covered Contract in privity directly with the City.

“Project Labor Coordinator” means the designee of the City, either from its own staff and/or an independent entity acting on behalf of the City, to monitor compliance with this Agreement and assist with developing, implementing and administering the requirements, policies and programs referenced herein.

“Schedule A’s” means the local master labor agreements of the Unions.

“Targeted Worker” means any individual qualifying for one (1) or more of the following Targeted Worker categories:

- (a) Is a Veteran, or is the eligible spouse of a “Veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 United States Code [U.S.C.] 4215[a]);
- (b) At initial time of employment on a Covered Project, is an Apprentice with less than ten (10) percent of the work hours required for graduation to become a Journeyman;
- (c) Has no high school diploma or general education diploma (GED);
- (d) Is homeless or has been homeless within the last year;
- (e) Is a former foster youth;
- (f) Is a custodial single parent;
- (g) Is experiencing protracted unemployment (receiving unemployment benefits for at least three [3] months);
- (h) Is a current recipient of government cash or food assistance benefits;
- (i) Has a documented income at or below 100 percent of the Federal Poverty Level;

(j) Is formerly incarcerated with a history of involvement with the criminal justice system.

“Union” or “Unions” means any 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.

“Veteran” means a veteran or the eligible spouse of a veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215[a]);

### ARTICLE 3

#### SCOPE OF THE AGREEMENT

**Section 3.1** This PLA is limited to covering all onsite construction work within the scope of each Covered Contract.

**Section 3.2** Exclusions. Items specifically excluded from the scope of this PLA include the following:

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

(b) All offsite manufacturing, fabrication, deliveries, maintenance, and handling of materials, equipment, or machinery, and the offsite hauling of materials of any kind to or from the Covered Project site. However, any lay down or storage areas for equipment or material and manufacturing (i.e. prefabrication) sites dedicated solely for the project, and the movement of materials or goods between locations on a Covered Project site are within the scope of the PLA. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project. On-site construction shall also include the site of any batch plant constructed solely to supply materials to the Project; and

(c) All employees of the City, Project Labor Coordinator, design teams (including, but not limited to, architects, engineers, and master planners), or any other consultants for the City (including, but not limited to, project managers and

construction managers and their employees where not engaged in Project Work) and their subconsultants, and other employees of professional service organizations, not performing manual labor within the scope of this PLA. Notwithstanding the foregoing, however, this exclusion shall not apply to the classifications for Surveyors and/or Building/Construction Inspectors and/or Field Soils and Material Testers (Inspectors) unless they are City employees. This inclusion applies to the scope of work defined in the State of California Wage Determination for Surveyors and/or Building/Construction Inspectors and/or Field Soils and Material Testers (Inspectors). This shall also specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.” Every Inspector performing under these classifications on Covered Projects pursuant to a professional services agreement, a contract entered into directly with the City, or a contract with a Contractor shall be bound to all applicable requirements of this Agreement; and

(d) Any work performed on or near or leading to or into a site of work covered by this PLA and undertaken by state, county, city, or other governmental bodies, or their contractors (other than work within the scope of this PLA undertaken by contractors to the City); or by private utilities, or their contractors; and

(e) Work performed by employees of a manufacturer or vendor on the manufacturer’s or vendor’s equipment, if required by the warranty agreement in order to maintain the warranty or guarantee, and provided that the warranty agreement is the manufacturer’s or vendor’s usual and customary warranty agreement for such equipment and is consistent with industry practice; and

(f) Specialized or technical work requiring specialized training, unique skills, or a level of specific technical experience which employees represented by the Union do not possess. At least ten (10) working days notice shall be given to the Council before any work is performed pursuant to this exemption.; and

(g) Laboratory work for testing; and

(h) Non-construction support services contracted by the City, Project Labor Coordinator, or Contractor in connection with this Project.

**Section 3.3** Awarding of Contracts.

(a) The City has the absolute right to bid or award Covered Contracts regardless of delivery method to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union Parties,

provided only that such Contractor is willing, ready, and able to execute and comply with this PLA should such Contractor be awarded work covered by this PLA.

(b) It is agreed that all Contractors who have been awarded a contract for Project Work shall be required to accept and be bound by the terms and conditions of this PLA. Contractors shall evidence their acceptance of this Agreement by executing a Letter of Assent as set forth in Attachment A hereto. The Prime Contractor must sign and submit the Letter of Assent as a condition of award prior to the execution of a Covered Contract. No Contractor shall commence Project Work without first providing a copy of the signed Letter of Assent to the Project Labor Coordinator.

(c) The City and Prime Contractors agree that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment, and supplies that will not create labor strife. Under all circumstances, however, the City and Prime Contractors shall retain the absolute right to select the lowest responsive and responsible bidder for the award of contracts on all Covered Projects.

**Section 3.4** Coverage Exception. The Parties agree and understand that this PLA shall not apply to any work that would otherwise be covered Project Work if a governmental agency or granting authority partially or fully funding such work determines that it will not fund the Project Work if it is covered by this PLA. The City agrees that it will make every effort to establish the inclusion of this PLA with any governmental agency or granting authority funding a Covered Project.

**Section 3.5** Schedule A's.

(a) The provisions of this PLA, including the Schedule A's (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time to time consistent with Section 21.3, and which are incorporated herein by reference), shall apply to the work covered by this PLA, notwithstanding the provisions of any other local, area and/or national agreement that may conflict with or differ from the terms of this PLA. Where a subject covered by the provisions of this PLA is also covered by a Schedule A, the provisions of this PLA shall prevail. Where a subject is covered by a provision of a Schedule A and not covered by this PLA, the provisions of the Schedule A shall prevail. Any dispute as to the applicable source between this PLA and any Schedule A shall be resolved under the procedures established in Article 10.

(b) It is understood that this PLA, together with the referenced Schedule A's, constitutes a self-contained, stand-alone agreement and, by virtue of having become bound to this PLA, the Contractor will not be obligated to sign any other local, area, or national collective bargaining agreement as a condition of performing work within the scope of this PLA (provided, however, that the Contractor may be required to sign a uniformly applied non-discriminatory Participation or Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor may be bound to make contributions under this PLA, provided that such Participation or Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this PLA and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the Prime Contractor to have each of its Contractors of any tier sign the documents with the appropriate Union prior to the Contractor beginning Project Work.

**Section 3.6** The Parties agree that this PLA will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a Union or non-Union basis. This PLA shall not apply to any work of any Contractor other than that on Project Work specifically covered by this PLA.

**Section 3.7** Binding Signatories Only. This PLA and Letter of Assent shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

**Section 3.8** Other City Work. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work, or function not covered by this PLA, which may be performed by City employees or contracted for by the City for its own account, on its property, or in and around a project site.

**Section 3.9** Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this PLA shall be several and not joint. The Unions agree that this PLA does not have the effect of creating any joint employment status between or among the City or Project Labor Coordinator and/or any Contractor.

**Section 3.10** Completed Project Work. As areas of Project Work are accepted by the City, this PLA shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification and/or check-out functions required by its contract(s) with the City.

**Section 3.11** Except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, and the National Cooling Tower Agreement, all instrument calibrations work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Article 7 (Work Stoppages and Lockouts), Article 8 (Work Assignments and Jurisdictional Disputes) and Article 10 (Settlement of Grievances and Disputes) of this PLA, which shall apply to such work.

## ARTICLE 4

### **UNION RECOGNITION AND EMPLOYMENT**

**Section 4.1** Recognition. The Contractor recognizes the Unions as the exclusive bargaining representative for the employees engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

**Section 4.2** Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Article. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting time requirements of the applicable Schedule A; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this PLA.

**Section 4.3** Referral Procedures.

(a) For signatory Unions to this Agreement having a job referral system contained in a Schedule A, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this PLA. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations that require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City Residents, Targeted Workers, and utilization of Disadvantaged Business Enterprises on the Project Work, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer Apprentices as requested to develop a larger, skilled workforce. The Unions will work with the Project Labor Coordinator and others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly City Residents and Targeted Workers, for entrance into Apprenticeship Programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction work to be undertaken by the City.

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

**Section 4.4** Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, Union status, sex, sexual orientation, marital status, political affiliation, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of Disadvantaged Business Enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this PLA that may appear to interfere with Disadvantaged Business Enterprises successfully bidding for work on Covered Projects shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of Disadvantaged Business Enterprises as Contractors, vendors or suppliers on Project Work.

**Section 4.5** Employment of City Residents and Targeted Workers.

(a) In recognition of the City's mission to serve the City and its residents, the Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, residents of the City of San Diego, hereafter "City Residents", shall be first referred for Project Work. A "City Resident" is defined as a City of San Diego permanent resident at the time of initial employment on a Covered Project or a Veteran residing anywhere. The

list of qualifying zip codes for City Residents is included within Attachment B-1, Workforce Dispatch Request Form.

(b) The Contractors and Unions agree to work together to achieve a goal of at least thirty-five (35) percent of the total construction craft hours worked on each Covered Project be performed by City Residents.

(c) The Contractors and Unions agree to work together to achieve a goal of at least ten (10) percent of the total construction craft hours worked on each Covered Project be performed by Targeted Workers. Hours worked by Targeted Workers who are also City Residents may be applied to the City Resident participation goal.

(d) Professional services agreements entered into by the City for covered surveying or inspection services, which are separate and apart from the Construction Contract for a Covered Project, are exempt from the foregoing City Resident and Targeted Worker hiring goals.

(e) To facilitate the dispatch of City Residents, as well as all Contractor requests for referral and dispatch of workers from the applicable Union referral system, all Contractors are required to utilize the Workforce Dispatch Request Form for Covered Projects, a sample of which is attached as Attachment B-1.

(f) The Project Labor Coordinator shall work with the Unions and Contractors in the administration, monitoring, and the reporting of the foregoing City Resident and Targeted Worker hiring goals.

(g) The Parties recognize that the Pure Water Program Phase I Projects have multiple funding sources. If a particular funding source applied by the City to a Covered Project does not allow geographic preference for hiring local craft workers, the foregoing City Resident participation requirement will not be applicable to that Covered Project. The City reserves the right to apply Pure Water Program Phase I funding as it chooses and will make every effort to fund the Covered Projects to encourage inclusivity of City Residents.

**Section 4.6** Core Employees. This Section only applies to Contractors who are not directly signatory to an applicable Schedule A.

(a) Disadvantaged Business Enterprise. The Parties recognize the City's interest in promoting competition and inclusion of Disadvantaged Business Enterprises, which may not be signatory to a current Schedule A. In order to promote participation and attract Disadvantaged Business Enterprises to work

under this Agreement, and subject to the limitations set forth below, each Contractor that is a Disadvantaged Business Enterprise may first employ three (3) of its core employees per craft on each Covered Project prior to employing an employee through the appropriate Union hiring hall. The next (fourth) employee shall be hired from the appropriate Union hiring hall and thereafter, such Contractor may employ, as needed, two (2) additional Core Employees in an alternating manner with Union referrals, up to a total of five (5) Core Employees. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall.

The foregoing Core Employee hiring procedure for Disadvantaged Business Enterprises is subject to the following limitations:

(1) Disadvantaged Business Enterprises with an individual subcontract value of \$500,000 or less and;

(2) Disadvantaged Business Enterprises are limited to utilizing the foregoing Core Employee hiring procedure to one (1) subcontract per Covered Project and;

(3) The total value of all subcontracts utilizing the foregoing Core Employee hiring procedure shall not exceed ten (10) percent of the total value of each Covered Project; and

(4) In order to assist the Project Labor Coordinator monitor compliance with this Section, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator describing each Disadvantaged Business Enterprise subcontract that qualifies for the foregoing hiring procedure prior to work commencing.

(b) Employers who do not qualify for the hiring procedure set forth in Section 4.6(a), and who are not otherwise signatory to a current Schedule A, may employ, as needed, first, a Core Employee, then an employee through a referral from the appropriate Union hiring hall, then a second Core Employee, then a second employee through the referral system, and so on until a maximum of three (3) Core Employees are employed per craft on each Covered Project. Thereafter, all additional employees in the affected trade or craft shall be requested and referred from the appropriate Union hiring hall in accordance with this Article. Contractors employing more than fifty (50) craft workers at the same time in a specific trade on a Covered Project may hire an additional two (2) Core Employees.

(c) Section 4.6 only applies to Contractors who are not directly signatory to a current Schedule A for the craft worker in its employ and is not intended to limit the transfer provisions of the Schedule A of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their Core Employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment working under the Construction Contract at the project site.

(d) Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of Core Employees to the Project Labor Coordinator and the Council. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and Council.

(e) Upon request by any Party to this Agreement, the Contractor hiring any Core Employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, and such other documentation) evidencing the Core Employee's qualification as a Core Employee to the Project Labor Coordinator and the Council.

(f) Core Employees must meet the following eligibility requirements to qualify for employment on Covered Projects:

(1) A Core Employee must be either a journeyman or Apprentice and appear on the Contractor's active payroll for at least ninety (90) of the last one-hundred-eighty (180) working days prior to being designated as a Core Employee. The date a Core Employee is designated is the date the Core Employee list is submitted to the Project Labor Coordinator and Council prior to the Contractor commencing work; and

(2) A Core Employee must possess any license required by state or federal law for the Project Work to be performed; and

(3) A Core Employee must have the ability to safely perform the basic functions of the applicable trade.

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

(h) During any layoffs or reductions in workforce, Contractors shall layoff employees in an order and manner consistent with the Core Employee hiring procedures and maintain the required Core Employee-to-Union referral ratios required by this Section for the duration of each Covered Project.

**Section 4.7** Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications of covered employees (including City Residents) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may employ Core Employees without reference to the ratio requirements in Section 4.6 or use employment sources other than the Union registration and referral services, and may employ applicants from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

**Section 4.8** Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 4.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 4.7.

**Section 4.9** Union Membership. Employees are not required to become or remain union members as a condition of performing Covered Work under this Agreement. Employers 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 Schedule A. Nothing in this Section 4.9 is intended to supersede the requirements of the applicable Schedule A's as to those Employers otherwise signatory to such Schedule A and as to the employees of those Employers who are performing Covered Work.

**Section 4.10** Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor, consistent with the Schedule A's. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foreman at the request of the Contractors.

**Section 4.11** Skilled and Trained Workforce. All Contractors performing Project Work are required to provide the City with an enforceable commitment that a skilled and

trained workforce will be used to complete the construction contract or project, in accordance with City Council Resolution Number R-312062.

## ARTICLE 5

### UNION ACCESS AND STEWARDS

**Section 5.1** Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

**Section 5.2** Stewards.

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

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

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

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

**Section 5.3** Steward Layoff/Discharge. The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of

disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Schedule A, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

**Section 5.4** Employees on Non-Project Work. On work where the personnel of the City may be working in close proximity to the construction activities covered by this PLA, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by any other employer not a Party to this PLA.

## ARTICLE 6

### WAGES AND BENEFITS

**Section 6.1** Wages. At a minimum, all employees covered by this PLA shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the Applicable Prevailing Wage Determination established pursuant to the California Labor Code by the California Department of Industrial Relations.

**Section 6.2** Benefits.

(a) Subject to the exception set forth below for Disadvantaged Business Enterprises, otherwise, for all employees performing Project Work, Contractors shall pay all fringe benefits and other required employer contributions to the established Union employee benefit funds in the amounts required by the applicable Schedule A. In addition, the Contractors and Unions 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, and training funds) shall be included in this requirement and required to be paid by the Contractor on Covered Projects. These Contractor contributions shall not exceed the contribution amounts set forth in the Applicable Prevailing Wage Determination.

Union Benefit Fund Contributions for Disadvantaged Business Enterprises. Disadvantaged Business Enterprises are exempt from paying fringe benefits and

other required employer contributions on behalf of their Core Employees to the Union employee benefit funds, subject to the following exemption limitations:

(1) The exemption is only applicable to Disadvantaged Business Enterprises with an individual subcontract value of \$500,000 or less and;

(2) Disadvantaged Business Enterprises are limited to utilizing this exemption for one subcontract per Covered Project and;

(3) The total value of all subcontracts utilizing this exemption shall not exceed ten (10) percent of the total value of each Covered Project; and

(4) Disadvantaged Business Enterprises utilizing this exemption are still required to pay all fringe benefits and other required employer contributions to the established Union employee benefit funds for all employees other than their Core Employees, and must comply with the applicable prevailing wage requirements, including the payment of fringe benefits, for all employees performing Project Work; and

(5) In order to assist the Project Labor Coordinator monitor utilization of this exemption, each Prime Contractor will be responsible for tracking, reporting and providing notice to the Project Labor Coordinator about each Disadvantaged Business Enterprise subcontract that qualifies and intends to utilize this exemption prior to work commencing.

(b) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, Union trust agreement(s) specifying the detailed basis how payments will be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor. The Contractor obligations to the applicable Union benefit fund(s) and trust agreement(s) are limited to work performed on a Covered Project. The applicable Union benefit funds and trust agreement(s) to each Contractor are determined by the pre-job conference and Union work assignment process described in Articles 8 and 16.

(c) Each Contractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Union trust(s) and benefit funds prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor who is delinquent in

payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

(d) Notwithstanding any other provisions, this Agreement is an agreement under Section 8(f) of the National Labor Relations Act (NLRA), which covers work performed in the building and construction industry. In addition, the work performed under this Agreement qualifies for the Construction Industry Exemption under the Employee Retirement and Income Security Act of 1974 (“ERISA”), as amended as well. If any Union Pension Trust Fund (“Fund”) covered by the terms and conditions of this Agreement does not qualify for the Construction Industry Exemption authorized by Section 4203 (B)(1)(i), of the Employee Retirement Income Security Act of 1974 (“ERISA”) as amended, 29 U.S.C. 1383(b)(1)(i), or has not taken the necessary steps to amend the Fund documents to qualify for the Construction Industry Exemption as authorized by Section 4203(B)(1)(ii) of ERISA, as amended, 29 U.S.C. 1383(b)(1)(B)(ii); and to recognize the work performed under this Agreement to qualify for the Construction Industry Exemption, the Contractors signatory to this Agreement will not be obligated to make pension fund contributions to that Fund. In such an event, the Contractor shall pay all required amounts otherwise allocated for payment toward the non-exempt Fund to the employees’ wages or other bona fide retirement plan program pursuant to applicable prevailing wage requirements.

**Section 6.3** Wage Premiums. Wage premiums, including, but not limited to, pay based on height of work, shift premiums, hazard pay, scaffold pay, and special skills shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination.

**Section 6.4** Compliance with Prevailing Wage Laws. All complaints regarding possible prevailing wage violations may be referred to the Project Labor Coordinator or Labor Compliance Program, if any, for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any Party to the State Labor Commissioner. To facilitate compliance with applicable prevailing wage laws, the City and each Contractor agree to provide copies of certified payroll reports, redacted only to the extent required by law, to the Unions (or to any Labor Management Cooperation Committee in which a Union or its affiliate participates) within ten (10) days of their request.

## ARTICLE 7

### WORK STOPPAGES AND LOCKOUTS

- Section 7.1** No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that they, nor their respective officers, or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slowdown, picketing, observation of picket lines, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes, and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a material violation of this PLA. The Council and the Union shall take all steps necessary to obtain compliance with this Article.
- Section 7.2** Employee Violations. The Contractor may discharge any employee violating Section 7.1 above, and any such employee will not be eligible for rehire under this PLA.
- Section 7.3** Standing to Enforce. The City, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.
- Section 7.4** Expiration of Schedule A's. If a collective bargaining agreement between a signatory Contractor and one or more of the Union(s) expires before the Contractor completes the performance of a Covered Contract for a Covered Project, and the Union or the Contractor gives notice of demand for a new or modified collective bargaining agreement, the Unions agree that they will not strike the Contractor on any Covered Project, and the Union and the Contractor agree that the expired collective bargaining agreement will continue in full force and effect for the Project Work until a new or modified collective bargaining agreement is reached between the Union and the Contractor. If the new or modified collective bargaining agreement reached between the Union and the Contractor provides that any terms of the collective bargaining agreement shall be retroactive, the Contractor agrees to comply, consistent with the terms of this PLA and the Prevailing Wage Statute, with any retroactive terms of the new or modified collective bargaining agreement which are applicable to employees of said Contractor that are employed on a Covered Project within seven (7) days at

no cost to the City. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of a Schedule A agreement. Should a Contractor engaged in Project Work enter into an interim agreement with the Unions for work being performed elsewhere after the expiration, and before the renewal of a local collective bargaining agreement forming the basis for Schedule A, such interim agreement shall be utilized by that Contractor for Project Work, subject to the provisions of Section 21.3.

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

**Section 7.6** Best Efforts to End Violations.

(a) If a Contractor contends that there is any violation of this Article, it shall, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7, provide written notification to the Council of the involved Union(s) and to the Project Labor Coordinator, setting forth the facts which the Contractor contends violates this Article. The Council and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate this Article, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 7.7** Expedited Enforcement Procedure. Any Party, including the City, which is an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged.

(a) The Party invoking this procedure shall notify Thomas Pagan, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure, or Barry Winograd, as the alternate

arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators as set forth in Article 10. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Project Labor Coordinator and Council. For purposes of this Article, written notice may be given by email, facsimile, hand delivery, or overnight mail and will be deemed effective upon receipt.

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

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

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

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this PLA and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such

agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this PLA (for a Union), as shown on their business contract for work under this PLA (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

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

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

**Section 7.8** Liquidated Damages.

(a) If the arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the Award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's Award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying Union(s) shall each pay a sum as liquidated damages to the City, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

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

(c) The Parties agree that project delays caused by violations of this Article will cause the City to sustain damages. They agree that it would be impractical or extremely difficult to fix the amount of such damages. Therefore, the Parties agree that, in the event of a breach of either of these provisions, the Party in breach shall pay to the City the sum of not less than \$10,000.00 and no more than \$20,000.00 per shift from the time the arbitrator determines that a delay has occurred until the arbitrator determines that the project is again on construction schedule. The payment, when made, shall constitute a damages remedy of the City for the delay specified, but shall not prevent the City from seeking an injunctive or other monetary relief, including termination of this PLA. Payment of these sums as liquidated damages is not intended as a forfeiture or penalty within the meaning of California Civil Code sections 3275 or 3369, but instead, is intended to constitute liquidated damages to the City pursuant to section 1671 of the California Civil Code.

## ARTICLE 8

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

**Section 8.1** No Jobsite Disruption. There will be no strikes, work stoppages, picketing, sympathy strikes, slowdowns, or other interferences with the work because of jurisdictional disputes between Unions. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

**Section 8.2** All jurisdictional disputes on this project shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted by the Building and Construction Trades Department. Decisions rendered shall be final and binding and conclusive on the Contractors and Unions parties to this PLA.

All jurisdictional disputes shall be resolved without the occurrence of any of the activities prohibited in Article 7 (Work Stoppages and Lockouts), and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

**Section 8.2.1** If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of Thomas Pagan, Thomas Angelo, Robert Hirsch, and John Kagel, 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.

**Section 8.3** Failure to Comply. If any Union or Contractor fails to immediately and fully comply with the final decision rendered by the Plan, affected Union(s) or Contractor(s) may seek legal redress for such conduct, including, but not limited to, injunctive relief and/or damages.

**Section 8.4** Pre-job Conference. It is required that a pre-job conference be held not later than fourteen (14) calendar days prior to the start of work by each Contractor for the Covered Project in accordance with the procedure described in Article 16.

## ARTICLE 9

### MANAGEMENT RIGHTS

**Section 9.1** Contractor and City Rights. The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited by a specific provision of this PLA. In addition to the following and other rights of the Contractors enumerated in this PLA, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct, and control operations of all work; and
- (b) Hire, promote, transfer, and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements; and
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations; and
- (d) Discharge, suspend, or discipline their own employees for just cause; and
- (e) Utilize, in accordance with City approval, any work methods, procedures, or techniques, and select, use, and install any types or kinds of materials, apparatus, or equipment, regardless of source of manufacture or construction; and
- (f) Assign and schedule work at their discretion; and

(g) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

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

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

(b) At its sole option, terminate, delay, and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project sites; and/or require any other operational or schedule changes it deems necessary, in its sole judgment, to meet Project deadlines and remain a good neighbor to those in the area of the Covered Projects. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the Project Labor Coordinator, and the affected Contractor[s] and Union[s] with reasonable notice of any changes it requires pursuant to this section); and

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

(d) Investigate and process complaints or disagreements, through its Project Labor Coordinator.

**Section 9.3** Use of Materials. There should be no limitations or restrictions by the Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools, or other labor-saving devices, subject to the application of the California Public Contract and Labor Codes. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

**Section 9.4** Special Equipment, Warranties, and Guaranties.

(a) It is recognized that certain equipment of a highly technical and specialized nature may be installed at Covered Project sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the City's and/or manufacturer's personnel. The Unions agree that such equipment is to be installed without incident.

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

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device, or item, or method of work arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor, and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

## **ARTICLE 10**

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

#### **Section 10.1** Cooperation and Harmony on Site.

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

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve

disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

(c) The Project Labor Coordinator shall observe the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal Parties to any pending grievance to ensure the time limits and deadlines are met.

**Section 10.2** Processing Grievances. Any questions arising out of and during the term of this PLA involving its interpretation and application, which includes applicable provisions of the Schedule A's, but not alleged violations of Articles 7 or 8, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. (a) Employee Grievances. When any employee subject to the provisions of this PLA feels aggrieved by an alleged violation of this PLA, the employee shall, through his local Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated, the details of the alleged violation and the remedy sought to resolve the matter. A grievance shall be considered null and void if notice of the grievance is not given within the ten (10) day period. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving Party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the applicable agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the Parties directly involved.

(b) Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in

the same manner as outlined in Step 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Project Labor Coordinator (with copy[ies] to the other Party[ies]) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed-upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Thomas Pagan; (2) David Hart; (3) Edna Francis; (4) Mike Rappaport; (5) Michael Prihar; (6) Fred Horowitz; and (7) Sara Adler. The decision of the arbitrator shall be final and binding on all Parties, and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

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

**Section 10.3** Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with a single exception that any employee discharged for violation of Section 7.2 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

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

## ARTICLE 11

### COMPLIANCE

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

**Section 11.2** Monitoring Compliance. The Parties agree that the City shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors with all federal and state laws and regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on behalf of the City) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the City procedures to encourage compliance with these laws and regulations.

**Section 11.3** Prevailing Wage Compliance. The Council or Union may refer all complaints regarding any potential prevailing wage violation to the Project Labor Coordinator, who may process, investigate, and resolve such complaints. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner.

**Section 11.4** Violations of Law. Based upon a finding of violation by the City of a federal and state law, and upon notice to the Contractor that it is in such violation, the City, in the absence of the Contractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

## ARTICLE 12

### SAFETY AND PROTECTION OF PERSON AND PROPERTY

#### Section 12.1 Safety.

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

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

Section 12.2 Drug and Alcohol Testing Policy. The Parties agree to adopt the Drug and Alcohol Testing Policy attached hereto as Attachment C, which is the exclusive Drug and Alcohol Testing Policy for Covered Projects.

Section 12.3 Inspection. The inspection of shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

## ARTICLE 13

### TRAVEL AND SUBSISTENCE

Section 13.1 Travel expenses, travel time, subsistence allowances and/or zone rates, and parking reimbursements shall not be applicable to work under this PLA, except to the extent provided for in any applicable prevailing wage determination. Parking for employees covered by this PLA shall be provided by the Contractor(s) according to the provision of the Schedule A(s) existing on the Effective Date of this PLA and upon presentation of proof of any expense incurred.

## ARTICLE 14

### APPRENTICES

**Section 14.1** Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work on Covered Projects for City Residents and Targeted Workers. To these ends, and consistent with any laws or regulations, the Parties will facilitate, encourage, and assist City Residents and Targeted Workers commence and progress in Apprenticeship Programs and/or apprenticeship readiness programs in the construction industry leading to participation in such Apprenticeship Programs. The City, the Project Labor Coordinator, other City consultants, the Contractors, and the Council and Unions, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the entry into Apprenticeship Programs. Apprentices, if utilized, must be enrolled in a California Apprenticeship Council-approved Apprenticeship Program.

**Section 14.2** Use of Apprentices.

(a) The Unions and Contractors agree to cooperate in referring and employing Apprentices up to the maximum percentage allowed by the State Labor Code and the standards of each State-Approved Apprenticeship Program. The minimum ratios for Apprentice to journeyman hours worked shall be in compliance, at a minimum, with the applicable provisions of the State Labor Code relating to utilization of Apprentices. The City, unless otherwise required by law, shall encourage such utilization, and, both as to Apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council, Apprenticeship Programs, and Contractors to assure appropriate and maximum utilization of Apprentices and the continuing availability of both Apprentices and journey persons.

(b) The Parties agree that all Contractors will comply with all applicable laws and regulations in the request for dispatch and employment of Apprentices.

(c) The Parties agree that Apprentices will not be dispatched to Contractors working under this PLA unless there is a journeymen or other Contractor employee working on the Project where the Apprentice is to be employed who is

qualified to assist and oversee the Apprentice's progress through the program in which he/she is participating.

## ARTICLE 15

### LEGAL ACTION

**Section 15.1** Legal Action. The City, Council and Unions recognize the substantial legal costs (including all attorney's fees and associated disbursements) that might accrue with regard to any legal challenge over the adoption by the City of this PLA, and related to claims directly challenging the legality of this PLA, or a particular section or language that has been adopted herein. In the event of a legal challenge, the Council, on behalf of itself and affiliated Unions, agrees to seek to intervene in the legal action and actively participate in the litigation or other action to defend the legality of this PLA, or a particular section or language herein. The failure of the Council to seek to intervene in the legal action and actively participate to defend the legality of this PLA will constitute a material breach of this PLA. In the event the Council is denied leave to intervene in the legal action, the Council shall have its counsel coordinate with the City's counsel, at the Council's own expense, regarding how the Council can best support the City's legal position.

## ARTICLE 16

### PRE-JOB CONFERENCE

**Section 16.1** Each Contractor is required to conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, convey craft manpower needs, the schedule of work for the Covered Project, project work rules, and propose preliminary Union work assignments. The Project Labor Coordinator may work with the Prime Contractor and Council to facilitate the scheduling of all pre-job conferences, but ensuring each Contractor conducts a pre-job conference in accordance with this Agreement is the responsibility of the Prime Contractor. All preliminary Union work assignments shall be disclosed by each Contractor at a pre-job conference. Should there be work within the scope of a Construction Contract for a Covered Project that was not previously assigned at a pre-job conference, or additional work be added to the scope of the Covered Project, the Contractor(s) performing such work will conduct a separate pre-job conference.

Any Union in disagreement with a proposed assignment shall notify the affected Contractor of its position in writing, with a copy sent to the Project Labor Coordinator, within seven (7) calendar days after the pre-job conference occurred. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Employer's proposed assignments, but prior to the commencement of any work, the Employer shall make final assignments in writing with copies sent to the Project Labor Coordinator and Council.

## ARTICLE 17

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

**Section 17.1** Joint Committee. The Parties to this PLA will form a joint committee consisting of three (3) representatives selected by the Council and three (3) representatives selected by the Project Labor Coordinator, to be chaired jointly by a representative of the Project Labor Coordinator and the Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this Project, to ensure effective and constructive communication between labor and management Parties, to advance the proficiency of work in the industry, and to evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the City may participate upon its request, and all Parties will be invited to attend.

**Section 17.2** Functions of Joint Committee. The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the PLA, the progress of the project, general labor management problems that may arise, and any other matters consistent with this PLA. Substantive grievances or disputes arising under Articles 7, 8, or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article.

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

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

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

**Section 17.3** Subcommittees. The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers' compensation program initiated under this PLA.

## ARTICLE 18

### **SAVINGS AND SEPARABILITY**

**Section 18.1** Savings Clause. It is not the intention of the City, the Project Labor Coordinator, Contractor, or the Union Parties to violate any laws governing the subject matter of this PLA. The Parties hereto agree that in the event any provision of this PLA is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the PLA shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this PLA. Further, the Parties agree that if and when any provision(s) of this PLA is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the Parties agree that all Project Work that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding, and construction of any Project Work.

**Section 18.2** Effect of Injunctions or Other Court Orders. The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the PLA as part of any bid specification should a court of competent jurisdiction issue any order, or any applicable statute that could result, temporarily or permanently, in delay of the bidding, awarding, and/or construction on the Project.

## ARTICLE 19

### WAIVER

**Section 19.1** Waiver. A waiver of or a failure to assert any provisions of this PLA by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the PLA or change in the terms and conditions of the PLA and shall not relieve, excuse or release any of the Parties from any of their rights, duties, or obligations hereunder.

## ARTICLE 20

### AMENDMENTS

**Section 20.1** Amendments. The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the Parties.

## ARTICLE 21

### DURATION OF THE PLA

**Section 21.1** Duration. This Agreement shall be effective on June 16, 2020, provided that the Council has signed the Agreement. The Agreement shall continue in full force and effect until all of the work within the scope of a Covered Contract is completed and accepted by the City.

**Section 21.2** Turnover and Final Acceptance of Completed Work.

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

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has

been accepted. Final acceptance may be subject to a “punch” list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Contractor.

**Section 21.3** Continuation of Schedule A’s. Schedule A's incorporated as part of this PLA shall continue in full force and effect, as previously stated, until the Contractor and Union Parties to the collective bargaining agreement(s), which are the basis for such Schedule A's, notify the Project Labor Coordinator of the mutually agreed upon changes in such agreements and their effective date(s).

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this PLA if such provisions are less favorable to the Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement that is the basis for a Schedule A shall be resolved under the procedures established in Article 10.

**Section 21.4** Final Termination. Final termination of all obligations, rights, and liabilities, and disagreements shall occur upon receipt by the Council of a Notice from the City saying that no work remains within the scope of the PLA.

**Section 21.5** Pure Water Program Phase II Projects. The City and the Unions intend to have this Agreement or a succeeding Agreement include all construction projects in Pure Water Program Phase II. The Pure Water Program Phase II Projects are in the early development stage and cannot be specifically identified at this time to be included in the scope of this Agreement. Therefore, to reopen negotiations to include Pure Water Program Phase II Projects into this Agreement, the Council shall send written notice to the City’s Project Labor Coordinator after the City has approved Pure Water Program Phase II Projects' Environmental Impact Report and no later than ninety (90) days after the City’s final approval of the Environmental Impact Report.

## ARTICLE 22

### WORK AND ECONOMIC OPPORTUNITY

**Section 22.1** The magnitude, duration, and complexity of the Pure Water Program Phase I Projects will require large numbers of skilled craft personnel and create significant economic opportunities for City Residents, Targeted Workers, Disadvantaged Business Enterprises and other businesses. It is therefore the understanding and intention of the Parties to use the opportunities provided by the extensive amount of work to collaborate and implement programs and procedures, which may include, for example, North America's Building Trades Unions Multi-Craft Core Curriculum (MC3) apprenticeship readiness programs, to prepare persons, especially City Residents and Targeted Workers, for entrance into Apprenticeship Programs to begin or continue their construction careers on Covered Projects. Further, the Parties agree to maximize the inclusion of Disadvantage Business Enterprises through outreach, training, and subcontracting for Covered Projects. With assistance from the Project Labor Coordinator, the City, the Contractors, the Unions and their affiliated regional and national organizations will work jointly to promptly develop and implement procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

**Section 22.2** The City, together with the Parties, supports the development of increased numbers of skilled construction workers who are City Residents and Targeted Workers to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the City and its Project Labor Coordinator, agree to develop and implement a work opportunities program for City Residents and Targeted Workers to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. Further, the City together with the Parties, will create opportunities for Disadvantaged Business Enterprises consistent with the City's goals and inclusion programs for such businesses. In furtherance of the foregoing, the Council and Unions specifically agree to work with the City and the Project Labor Coordinator to:

- (a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego to offer opportunities for City Residents and Targeted Workers, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on a Covered Project. The

Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such City Residents and Targeted Workers who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the City and Project Labor Coordinator to conduct outreach to and include City Residents and Targeted Workers from traditionally underrepresented segments of the City's population in the construction craft workforce for each Covered Project; and

(c) The Council will provide accurate data on a quarterly basis to the City and Project Labor Coordinator pertaining to their level of economic support provided to meet these objectives. Further, the Project Labor Coordinator shall produce detailed quarterly reports for the City and Council to measure and report the outcomes of the policies, requirements, and programs established in this Agreement; and

(d) The Unions will partner with the City and Project Labor Coordinator to conduct outreach and recruitment activities by establishing or continuing to maintain existing centers, programs, and events to facilitate the entry of City Residents and Targeted Workers into the building and construction trades. These programs shall serve as a resource for preliminary orientation, assessment of construction aptitude, referral to MC3 apprenticeship readiness programs or Apprenticeship Programs, referral to hiring halls, and provide tailored orientation and mentoring for women and Targeted Workers; and

(e) The Unions shall assist City Residents and Targeted Workers with contacting the Apprenticeship Programs for the crafts and trades they are interested in. The Unions shall assist City Residents and Targeted Workers who are seeking employment on Covered Projects and provide opportunities for Union membership by assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-Union Contractors. The Unions shall put on their rolls qualified bona fide City Residents and Targeted Workers for employment on Covered Projects.

**Section 22.3** Joint Subcommittee on Work and Economic Opportunity. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee established pursuant to Article 17 shall be established, jointly chaired by a designee of the City and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each apprenticeship committee and representatives of the MC3 apprenticeship readiness programs to maximize

employment opportunities for City Residents and Targeted workers who reflect the diversity of the communities surrounding each Covered Project and who may not be previously qualified for the construction career opportunities created by the Covered Projects. The subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three (3) representatives of the signatory local Unions and three (3) representatives of Contractors (or organization to which the Contractors belong) signatory to this PLA and experienced in overseeing and participating in Apprenticeship Programs.

## ARTICLE 23

### **HELMETS TO HARDHATS**

**Section 23.1** Veterans Entry into Building and Construction Trades. The Parties recognize a desire to facilitate the entry into the building and construction trades of Veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment, and construction aptitude, referral to Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities, and other needs as identified by the Parties.

**Section 23.2** Integrated Database. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of Veterans interested in working on this Covered Project and of apprenticeship and employment opportunities for this Covered Project.

In witness whereof, the Parties have caused this Project Labor Agreement for City of San Diego Pure Water Program Phase I Projects to be executed as of the date and year above stated.

Dated: July 9, 2020

SAN DIEGO BUILDING AND CONSTRUCTION  
TRADES COUNCIL

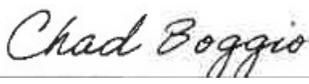
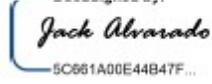
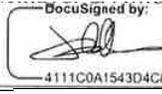
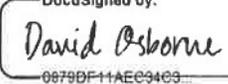
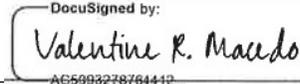
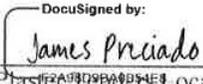
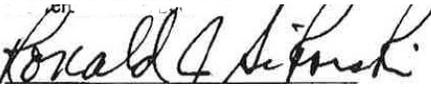
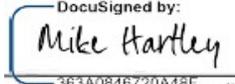
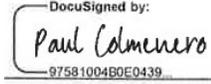
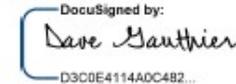
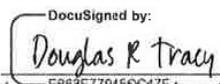
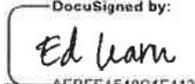
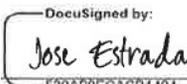
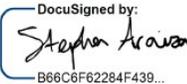
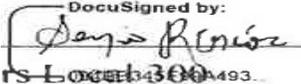
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By:

\_\_\_\_\_  
Tom Lemmon, Business Manager

SIGNATORY UNIONS AND  
(See Attached)

SIGNATORY UNIONS

By:  38B4C81867E341A...	By:  997D1F49D5364AD...
Allied Workers Local 5	Boilermakers Local 92
By: <b>Chad Boggio</b> 	By:  5C861A00E44B47F...
Bricklayer & Allied Crafts Local 4	Cement Masons Local 500 / Area 744
By:  4111C0A1543D4C8	By:  For BM Gazzaniga
Electrical Workers Local 569	Elevator Constructors Local 18
By:  3380E1140A31459...	By:  0679DF11AE03403...
Glaziers, Floor Coverings & Painters Local 1399	Iron Workers Local 229
By:  AC5993278764442	By:  D99E7C175E1E4A7...
Laborers Local 89	Plasterers Local 200
By:  1A1A799B9934E1...	By: 
Plasterer Tenders Local 1414	Operating Engineers Local 12
By: 	By: 
Operating Engineers Local 12	Operating Engineers Local 12
By:  363A0846720A48F	By:  B9584FD2117949F...
Plumbers & Pipefitters Local 230	Road Sprinkler Fitters Local 669
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Roofers & Waterproofers Local 45	Sheet Metal Workers Local 206
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Laborers Local 1184	Sheet Metal Workers Local 206
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Laborers Local 345	Teamsters Local 166
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UA Local 345	Tradeshaw & Sign Craft Local 831
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Southwest Regional Council of Carpenters	Laborers Local 300

**ATTACHMENT A – LETTER OF ASSENT**

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

[CONTRACTOR’S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: \_\_\_\_\_

**Re: City of San Diego Project Labor Agreement for  
Pure Water Program Phase I Project**

Dear Sir:

This is to confirm [Name of Company] agrees to be party to and bound by the City of San Diego Project Labor Agreement for Construction of Pure Water Program Phase I Projects, effective May 1, 2020, as such Agreement may from time to time be amended by the negotiating Parties or interpreted pursuant to its terms. Such obligation to be a Party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [City Contract No. \_\_\_\_\_ and Name of Covered Project], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

[Copies of this Letter must be submitted to the Project Labor Coordinator and to the Council consistent with Article 3, Section 3.3(b)]

**ATTACHMENT B-1 – WORKFORCE DISPATCH REQUEST FORM**

The City of San Diego’s Project Labor Agreement for Pure Water Program Phase I Projects establishes a goal of at least thirty-five percent (35%) of the total craft hours on each Covered Project be performed by City Residents. The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, City Residents shall be first referred for Project Work. A “City Resident” is defined as a City of San Diego permanent resident at the time of initial employment on a Covered Project or a Veteran residing anywhere.

\*The list of qualifying zip codes for City Residents includes: 92014, 92037, 92038, 92067, 92093, 92101, 92102, 92103, 92104, 92105, 92106, 92107, 92108, 92109, 92110, 92111, 92113, 921 14, 92115, 92116, 92117, 92119, 92120, 92121, 92122, 92123, 92124, 92126, 92127, 92128, 92129, 92130, 92131, 92132, 92134, 92137, 92138, 92139, 92145, 92154, 92166, 92167, 92169, 92171, 92173, 92177.

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

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

<b>TO:</b>	Local Union and #	
	Email	
	Fax	

<b>CC:</b>	<b>City of San Diego Project Labor Coordinator</b>	
	Email	
	Fax	

<b>FROM:</b>	Contractor	
	Issued by	
	Email	
	Phone	
	Fax	

**UNION CRAFT WORKER REQUEST:**

Craft Classification	Journey person or Apprentice	City Resident and/or Veteran	# of Workers
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	
	<input type="checkbox"/> JM <input type="checkbox"/> APP	YES*	

**WORKER REPORTING INSTRUCTIONS:**

<b>Reporting Date:</b>	
<b>Reporting Time:</b>	
<b>Project Name:</b>	
<b>Project Location:</b>	
<b>Reporting To:</b>	
<b>On Site Phone:</b>	
<b>Special Instructions:</b>	

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

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

<b>Date Dispatch Received:</b>	
<b>Dispatch Received by:</b>	

<b>Date Worker(s) Dispatched:</b>			
Name	Veteran (Y/N)	Zip Code	JM or App
			<input checked="" type="checkbox"/> JM <input type="checkbox"/> APP
			<input type="checkbox"/> JM <input type="checkbox"/> APP
			<input type="checkbox"/> JM <input checked="" type="checkbox"/> APP
			<input type="checkbox"/> JM <input type="checkbox"/> APP

**ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM**

C O N T R A C T O R   I N F O R M A T I O N			
Project Name:			
Contractor/Firm Name:			
Prime Tier:			
Submitted by:			
Email:		Phone:	

In accordance with the Project Labor Agreement, Article 4, Section 4.6 (f), a Core Employee must be either a journeyman or Apprentice and appear on the Contractor’s active payroll for at least ninety (90) of the last one-hundred-eighty (180) working days prior to being designated as a Core Employee; and must possess any license required by state or federal law for the Project Work to be performed; and must have the ability to safely perform the basic functions of the applicable.

Prior to each Contractor performing any work on a Covered Project, each Contractor shall provide a list of Core Employees to the Project Labor Coordinator and the Council. After submitting the Core Employee list prior to commencing work, Contractors shall not make any changes or substitutions to the Core Employee list for the duration of the Covered Project. Failure to submit the Core Employee list prior to work commencing will prohibit the Contractor from using any Core Employees for 30 calendar days after the list is provided to the Project Labor Coordinator and Council.

***Please check all that apply:***

Our firm will not be self-performing any work on this project.  
We will be subcontracting our work to: \_\_\_\_\_

PLA Section 4.6 regarding Core Employees is not applicable to Contractors that are signatory to one or more Schedule As, which are the Master Labor Agreements of the Unions. If your company is signatory, please list the union and local number below. For crafts that you are not signatory, please complete the core employee list below.

Indicate Signatory Union Trade: \_\_\_\_\_ Local # \_\_\_\_\_  
 Indicate Signatory Union Trade: \_\_\_\_\_ Local # \_\_\_\_\_  
 Indicate Signatory Union Trade: \_\_\_\_\_ Local # \_\_\_\_\_

We are not a union signatory contractor and will be using core employees on this project as indicated below:

Craft/Trade	Employee Name	MC3			
		Apprentice Y/N?	Last 4 SSN	Hire Date	Date Last Employed

## ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems that drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Contractors shall require applicants or employees to undergo drug and alcohol testing in accordance with this PLA and this policy, Attachment C – 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 PLA.
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 Agreement and subject to the Article 10 grievance procedure.
4. A Contractor who elects to implement drug and alcohol testing pursuant to this Policy shall require all craft employees on the Covered Project to be tested. With respect to individuals who become employed on the Covered Project subsequent to the proper implementation of a valid drug and alcohol testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to proper implementation of a valid drug and alcohol testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug and alcohol testing:
  - a. The Contractor may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Contractor shall draw blood from a bargaining unit employee, touch

- or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
  - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
  - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
  - e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
  - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
  - g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
    - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.

- 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.
  - 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
  - h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The 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 PLA.
9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

## SPECIMEN REPORTING CRITERIA

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

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

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

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

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

<sup>3</sup> **Alternate technology(THCAandbenzoylecgonine):** Theconfirmatory testcutoff mustbeusedfor alternate technology initial testthatisspecific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

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

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

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

**MEMORANDUM OF UNDERSTANDING REGARDING  
“QUICK” DRUG SCREENING TESTS PURSUANT TO  
ATTACHMENT C – 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.

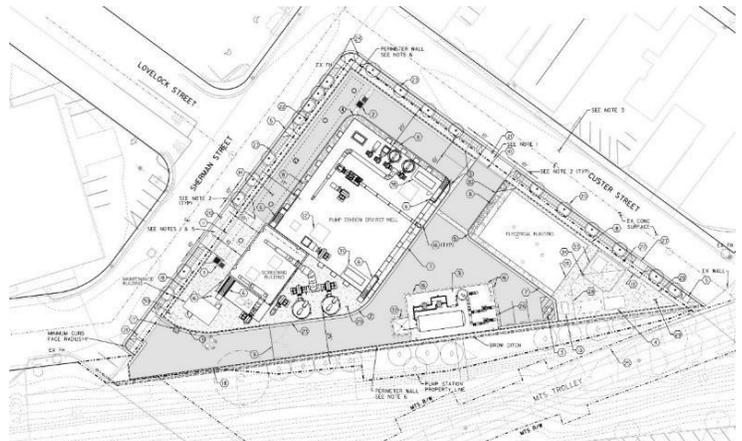
An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Policy. The 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.

## APPENDIX A – SAN DIEGO PURE WATER PROGRAM PHASE I COVERED PROJECTS

### 1. Morena PS/PL Construction Package 1: Morena Pump Station

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** The package is the construction of a new pump station that will transport approximately 32 mgd of wastewater to the NCWRP, where it will be treated before being sent to the NCPWF for further purification. Construction of the pump station will be on Sherman Street.
- **Summary of Major Construction Package Components**
  - 4+1 Dual Stage Sewer Pump Station
  - Screening Facility
  - High Purity Oxygen System
  - 48-inch to 60-inch diameter influent diversion sewers in Friars Road
  - 66-inch Overflow Sewer
  - Electrical and Instrumentation

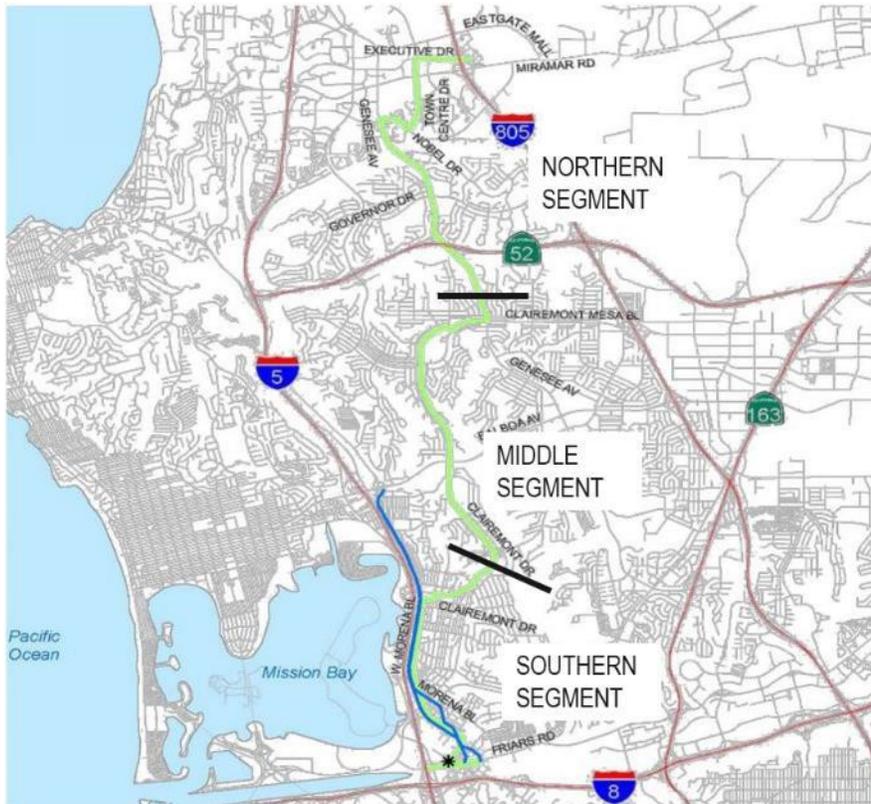
#### Morena Pump Station Rendering and Site Plan



## 2. Morena PS/PL Construction Package 2: Morena Northern Alignment and Tunnels

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** Two pipelines that will start at approximately Genesee Avenue/Highway 52, and will continue through University City to the NCWRP. Three short length tunnels are included in this section, each approximately 1000 feet; one at Highway 52, one at Rose Creek in University City and one at Interstate 805. One pipeline will transport wastewater to the NCWRP, while the other will transport salt and contaminants removed from the water at the NCPWF to the Point Loma Wastewater Treatment Plant.
- **Summary of Major Construction Package Components**
  - 4 miles of 48-inch force main
  - 4 miles of 36-inch brine/centrate pipeline
  - Tunnel crossing of I-805
  - Tunnel crossing of MTS/NCTD railroad at Rose Creek Canyon
  - Tunnel crossing at San Clemente Creek

### Morena Conveyance Northern, Middle and Southern Segments Site Plan



### **3. Morena PS/PL Construction Package 3: Morena Middle Alignment**

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** Two pipelines will start at Iroquois Avenue and will terminate at Genesee Avenue/Highway 52. One pipeline will transport wastewater to the NCWRP, while the other will transport salt and contaminants removed from the water at the NCPWF to the Point Loma Wastewater Treatment Plant.
- **Summary of Major Construction Package Components**
  - 3.6 miles of 48-inch welded steel force main
  - 3.6 miles of 36-inch brine/centrate high density polyethylene pipeline

### **4. Morena PS/PL Construction Package 4: Morena Southern Alignment**

- **Associated Pure Water Project:** Morena PS/PL Project
- **Summary:** Two pipelines will start at Sherman Street, follow West Morena Boulevard and terminate at Iroquois Avenue. One pipeline will transport wastewater to the NCWRP, while the other will transport salt and contaminants removed from the water at the NCPWF to the Point Loma Wastewater Treatment Plant. A 36-inch diameter welded steel water transmission main will be constructed and a 16 inch steel water distribution main will be replaced by 16 inch PVC in this package.
- **Summary of Major Construction Package Components**
  - 3.2 miles of 48-inch force main
  - 3.2 miles of 30-inch brine/centrate pipeline
  - Brine/centrate pressure reducing station
  - 3.2 Miles of existing 16-inch steel water distribution main replacement with PVC
  - 3.3 miles of new 36-inch water transmission main

## 5. NCWRP Expansion Construction Package 1: NCWRP Flow Equalization Basin

- **Associated Pure Water Project:** NCWRP Expansion
- **Summary:** This package includes the construction of one concrete equalization tank that will balance high/low wastewater flows from primary effluent and will provide for consistent flow to the biological treatment basins.
- **Summary of Major Construction Package Components**
  - 2.35-million-gallon flow equalization basin
  - Grading, yard piping and stormwater basin
  - Electrical and instrumentation

### NCWRP Equalization Basin Package 1 Rendering



## 6. NCWRP Construction Packages 2 and 3: NCWRP Expansion and NCPWF Influent Conveyance

- **Associated Pure Water Project:** NCWRP Expansion
- **Summary:** This package will increase the amount of recycled water that the plant produces to meet the needs of both the non-potable reuse recycled water system and the new NCPWF. Plant expansion includes the construction of a 42.5 mgd pump station that will convey water to the NCPWF across Eastgate Mall Road.
- **Summary of Major Construction Package Components**
  - Plant expansion from 30 mgd to 52 mgd
  - 42-mgd Influent Pump Station and pipeline to the NCPWF
  - New primary clarifiers, new bioreactor basins and retrofit of existing basins, secondary clarifiers, new tertiary filter, chemical facilities, and yard piping
  - Equipment and electrical substation replacements
  - Electrical and instrumentation

### *NCWRP Expansion Rendering*



## 7. NCPWF Construction Package 1: NCPWF and NCPW Pump Station

- **Associated Pure Water Project:** NCWPF
- **Summary:** A new Pure Water Facility will be built on Eastgate Mall across the street from the existing NCWRP to clean the recycled water further and produce 30 mgd of a safe, high-quality drinking water source. A new pump station will be constructed adjacent to the NCPWF on Eastgate Mall Road to pump an annual average of 30 mgd to Miramar Reservoir. The package includes widening a portion of Eastgate Mall Road.
- **Summary of Major Construction Package Components**
  - New 34-mgd Pure Water Facility, including:
    - Ozone Generation and Contactor
    - Biologically Active Carbon (BAC) Filters
    - Membrane Filtration (MF) System
    - Reverse Osmosis (RO)
    - Ultraviolet Disinfection and Advanced Oxidation (UV/AOP)
  - Chemical Feed Systems
  - Operations Building
  - 30-mgd Pump Station (3 + 1 vertical turbine pumps)
  - Electrical and instrumentation

### NCPWF and NCPW Pump Station Rendering



## 8. NCPW PS/PL Construction Package 1: NCPW Pipeline and Dechlorination Facility

- **Associated Pure Water Project:** NCPW PS/PL
- **Summary:** This package includes infrastructure to convey 30 mgd of purified water produced by the NCPWF to Miramar Reservoir. The pipeline will start on Eastgate Mall, follow Miramar Road, continue through Scripps Ranch and end at Miramar Reservoir. The package includes the replacement of 6.4 miles of asbestos cement watermain with PVC.
- **Summary of Major Construction Package Components**
  - 8 Miles of 48-inch welded steel pipe transmission main (purified water pipeline)
  - Dechlorination Facility
  - Standpipe
  - 6.4 miles of watermain replacement of 6, 12 and 16-inch asbestos cement (AC) pipe with 16-inch polyvinylchloride (PVC) pipe.

**Pure Water Pipeline Alignment**



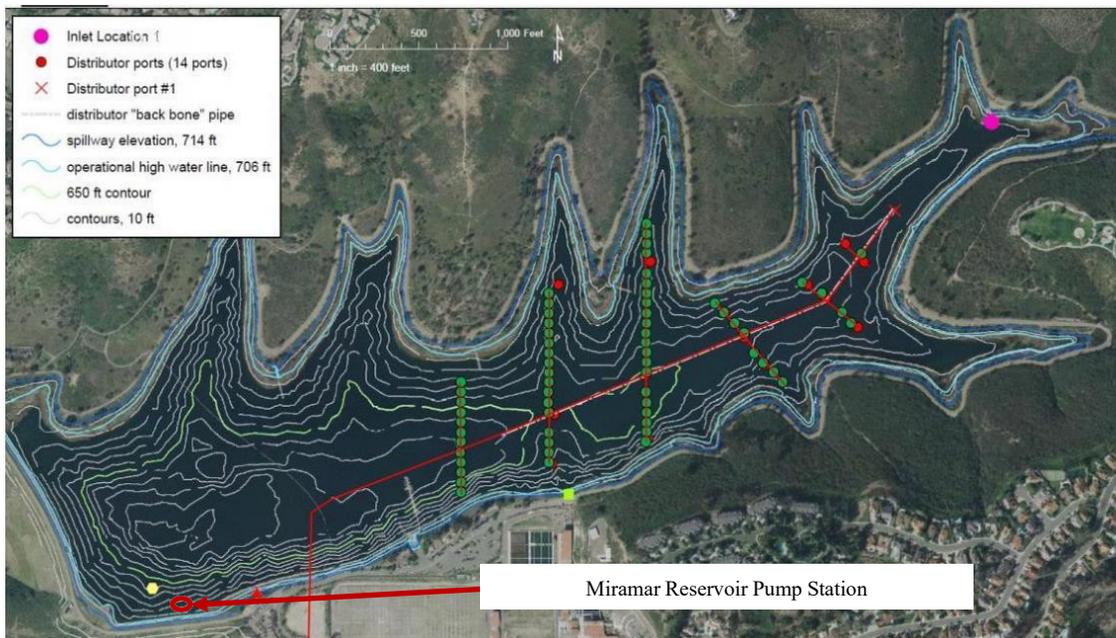
**Dechlorination Facility Rendering**



## 9. NCPW PS/PL Construction Package 2: Subaqueous Pipeline and Miramar Reservoir Pump Station Improvements

- **Associated Pure Water Project:** NCPW PS/PL
- **Summary:** This package includes 0.9 miles of pipeline with duckbill outlets placed at the bottom of Miramar Reservoir together with the rehabilitation of a 100 mgd pump station that delivers raw water from Miramar Reservoir to the Miramar Water Treatment Plant.
- **Summary of Major Construction Package Components**
  - 54-inch to 8-inch Subaqueous pipe
  - 94 Dual duckbill valve outlet ports
  - Miramar Reservoir Pump Station Improvements
  - Electrical and instrumentation

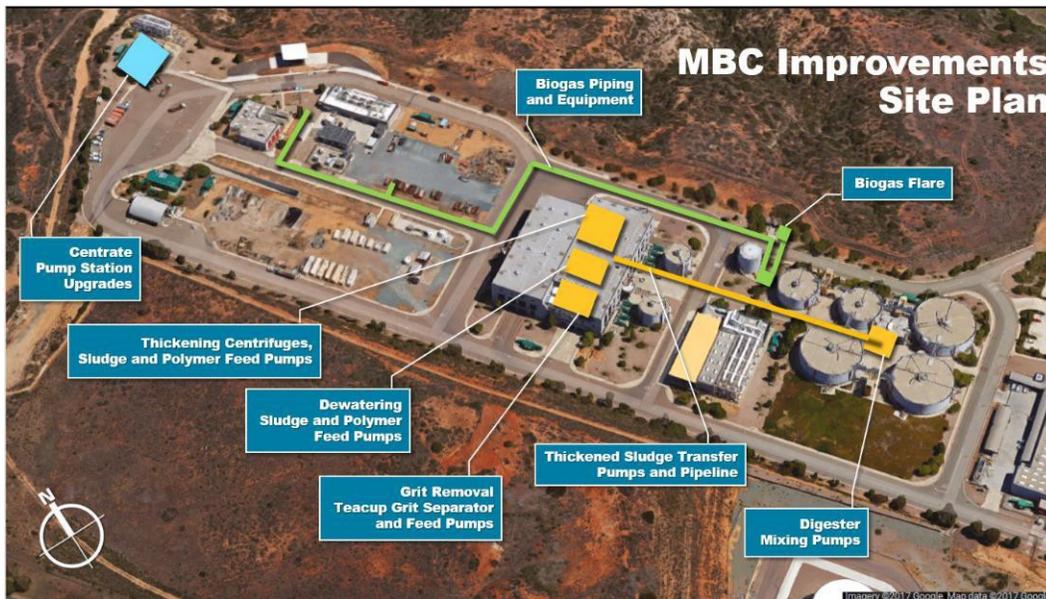
### Subaqueous Pipeline Site Plan



## 10. MBC Construction Package 1: Metropolitan Biosolids Center Improvements

- **Associated Pure Water Project:** MBC Improvements
- **Summary:** This package will consist of improvements to the existing City biosolids center.
- **Summary of Major Construction Package Components**
  - Thickening centrifuges, sludge feed and polymer pumps, transfer pumps and supply pipeline
  - Digester mixing pump replacements, nozzles, overflow lines, biogas compressors, flare and biogas pipeline
  - Dewatering sludge feed pumps and polymer pumps
  - Centrate Pump Station pump and VFD replacements
  - Electrical and instrumentation

### Metropolitan Biosolids Center Improvements Site Plan



**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING #1**

**PROJECT LABOR AGREEMENT SECTION 3.1**

The City and the Parties agree that Project Work includes all onsite physical craft work that is part of startup and commissioning, including, but not limited to, system flushes and testing, loop checks, rework and modifications, and functional and operational testing up to and including the final running test. It is understood that the City's personnel and/or its representatives, together with the manufacturer's and/or vendor's representatives, and/or plant operating personnel may supervise and direct the startup, commissioning, rework, and modification activity, and that the onsite physical craft work is typically performed as part of a joint effort with these representatives and personnel. A manufacturer or its representatives may perform industry standard startup and commissioning work to satisfy its guarantee or warranty on a piece of equipment, and such work will be exempt from the Project Labor Agreement to the extent the work is excluded by Section 3.2(e) and/or Section 3.2(f).

**MEMORANDUM OF UNDERSTANDING #2**

**NO DISCRIMINATION AND HARASSMENT**

The City hereby provides notice that the City and its Contractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status. The City and Contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The City and Contractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Govt. Code §12990, subs. (a)-(f) et seq.; Cal. Code Regs., tit. 2 §7285, et seq.) These terms will be incorporated into every contract and subcontract for the Covered Project.

Dated: 9-18-20

SAN DIEGO BUILDING AND CONSTRUCTION  
TRADES COUNCIL



By: \_\_\_\_\_  
Tom Lemmon, Business Manager