

31821

**CITY OF LONG BEACH
PROJECT LABOR AGREEMENT**

FOR

**PHASE I IMPROVEMENTS TO THE TERMINAL AREA
AT THE LONG BEACH AIRPORT**

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CITY OF LONG BEACH
PROJECT LABOR AGREEMENT
FOR PHASE I IMPROVEMENTS TO THE TERMINAL AREA
AT THE LONG BEACH AIRPORT

This Project Labor Agreement (hereinafter, "Agreement") is entered into this ___ day of _____, 2010, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 3, 2010, by and between the City of Long Beach, a municipal corporation, (hereinafter "City") and the Los Angeles/Orange Counties Building and Construction Trades Council (hereinafter "Trades Council"), and the signatory Craft Unions (hereinafter, together with the Trades Council, collectively, the "Union" or "Unions"). This Agreement establishes the labor relations Policies and Procedures for the City, the Contractors awarded contracts for Project Work and for the craftpersons employed by the Contractors and represented by the Unions while engaged in the Project Work.

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

It is further understood that the City shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory parties, the Contractors and craft persons working under it, and the residents and taxpayers of the City. The City shall designate a Project Labor Agreement Administrator (PLA Administrator), which may be an individual, City department or independent organization, to monitor compliance with this Agreement; assist, as the authorized representative of the City, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer the Agreement. For such purposes,

each Contractor recognizes and appoints the PLA Administrator, its successors or assigns, as its agent; and together with City and the Unions, the PLA Administrator shall be considered a “negotiating party” of this Agreement.

The term “Project” or “Project Work” as used in this Agreement means the Phase I Improvements to the Terminal Area at the Long Beach Airport undertaken on behalf of the City of Long Beach.

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

The term “Labor/Management Apprenticeship Program” as used in this Agreement shall be defined as an apprenticeship program jointly administered by representatives of labor and construction organizations and certified by the State of California.

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

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

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

ARTICLE 1

PURPOSE

Section 1.1 Background. The goal of this Agreement is to provide that Project Work bring full employment and economic benefit to the City and its residents. With this Agreement, the parties have established a framework for fair wages, hours and working conditions through which these goals may be achieved, and which will permit the utilization of the most modern, efficient and effective procedures for construction, assure a sufficient supply of skilled craftpersons, and reduce or eliminate the causes of disruptions or interference with Project Work.

It is the purpose and intent of the parties to this Agreement to make every cooperative effort to achieve these goals including the timely, safe and economical construction of the facilities designated as the Project, and to enforce compliance with the established prevailing wages, benefits and working conditions affecting the craft workers employed on the Project.

Section 1.2 Identification and Retention of Skilled Labor and Employment of City Residents. The Project Work to be performed under this Agreement will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal Labor/Management Apprenticeship Programs or outreach programs to the community describing opportunities available as a result of the Project) for involvement of City residents, assist them in entering the construction trades, and through utilization of the Labor/Management Apprenticeship Programs, provide training and employment opportunities for those residents of the City of Long Beach wishing to pursue a career in construction. In particular, all parties will focus on maximizing through this cooperative effort, the participation

of city residents who are economically challenged or otherwise disadvantaged in the programs and opportunities provided by Project Work and this Agreement. Further, with assistance of the PLA Administrator, the City, the Contractors, Unions, and the Labor/Management Apprenticeship Programs will work together to develop and promptly implement procedures for the identification of craft needs and 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 demand of the Project Work to be undertaken.

Section 1.3 Project Cooperation. The construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents of the City. The parties therefore agree that maximum cooperation among all parties involved is required and that, with multiple Contractors and crafts performing Project Work on multiple sites over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation and with an overriding commitment to maintain the continuity of Project Work.

Section 1.4 Small Business Utilization. The Project will provide many opportunities for local small business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the City, the PLA Administrator, and other organizations retained by the City for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, all parties understand that the City has established a goal of fifteen percent (15%) small business enterprise (SBE) participation for all contracts for Project Work; this goal places a strong emphasis on the utilization of small, local business on the Project. If a failure to demonstrate good faith efforts is determined, there will be grounds for contract termination. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such

local residents for Labor/Management Apprenticeship Programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the City.

Section 1.5 Workers' Compensation Carve-out. The parties recognize the potential which the Project may provide for the implementation of a cost effective workers' compensation system as permitted by revised California Labor Code Section 3201.5. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program for the delivery of workers' compensation benefits and medical coverage as permitted by the Code through improved dispute resolution and medical care procedures.

Section 1.6 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of the Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the Unions agree not to engage in any strike, slowdowns, or interruption or disruption of Project Work, and the Contractors agree not to engage in any lockout. The parties understand that the Agreement and such dispute resolution procedures must include all Building Trade Unions with traditional jurisdiction over the Project Work.

ARTICLE 2

SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all construction work that has been designated by the City for inclusion in the Project, and performed by those Contractor(s) of whatever tier that have contracts awarded for such work after the effective date of this Agreement.

Section 2.2 Exclusions. Items specifically excluded from the scope of this Agreement include the following:

- (a) Work of non-manual employees, including but not limited to superintendents, supervisors, staff engineers, time keepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory and management employees;
- (b) Equipment and machinery owned or controlled and operated by the City;
- (c) All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;
- (d) All employees of the City, PLA Administrator, design teams (including, but not limited to architects, engineers, master planners, and inspectors employed by or contracted for by the City), and any other consultants for the City (including, but not limited to program or project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement;

Subject to the foregoing, it is understood and agreed that Building/Construction Inspectors and Field Soils and Material Testers (Inspectors) are a covered Craft under this Agreement when employed directly by a Contractor or by a sub-contractor retained by a Contractor. This inclusion applies to the scope of work defined in the State of California Wage Determination for that Craft. Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Tester under a construction contract shall be bound to all applicable requirements of this Agreement. Nothing in this section will be construed to include Department of State Architects-certified inspectors under the scope of this Agreement;

- (e) Any work performed on or near or leading to or into a site of Project Work and

undertaken by state, county, or other governmental bodies, or their agents or contractors, or by public utilities, or their contractors; and/or by the City, or its contractors, for work for which is not within the scope of this Agreement;

- (f) Off-site maintenance of leased equipment and on-site supervision of such work;
- (g) Work by employees of a manufacturer or vendor supervising the work of Craft employed under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;
- (h) Non-construction support services contracted by the City, City Consultants, PLA Administrator, or a Contractor in connection with a Project;
- (i) All work by employees of the City or its contractors involving general maintenance and/or repair and/or cleaning work, except as specifically covered by this Agreement; and
- (j) Laboratory work for testing.

Section 2.3 Awarding of Contracts.

- (a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Project Labor Agreement should such Contractor be awarded work covered by this Agreement.
- (b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound by the terms and conditions of this Project Labor Agreement, and shall evidence their acceptance by the execution of the Agreement or of the Letter of Assent as set forth in Attachment A hereto, prior to the commencement of work. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Agreement or Letter of Assent as executed by it to the PLA Administrator and to the Trades Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of the Project

Work to that Contractor (or subcontractor), whichever occurs later.

Section 2.4 Coverage Exception. The parties agree and understand that this Agreement shall not apply to any work that would otherwise be covered Project Work when a governmental agency or granting authority partially or fully funding such Project Work determines that it will not provide his funding if such Project Work is covered by this Agreement; or a law regulation, proposition or measure prohibits such coverage or the use by the City or for its benefit, of particular funds, if such coverage exists. The City agrees that it will make every effort with any such governmental agency or granting authority to permit the implementation of this Agreement with regard to Project Work that the agency or authority may be partially or fully funding.

Section 2.5 Schedule A's.

(a) The provisions of this Agreement, including the Schedule A's, which are the designated local collective bargaining agreements of the signatory unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 21.3, and which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement; provided, however, that such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division (NTD), or within the jurisdiction of the International Union of Elevators Constructors, except that Articles 3, 7, 8, and 10 shall apply to such work. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Schedule A and not covered by this Agreement, the provision of the Schedule A shall prevail. Any dispute as to the applicable source between this Agreement and any Schedule A for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced Schedule A's,

constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Agreement, a Contractor will not be obligated to sign any other local, and/or national collective bargaining agreement as a condition of performing work within the scope of this Agreement.

Section 2.6 Binding Signatories Only. This Agreement shall be binding only on the signatory parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

Section 2.7 Other City Work. This Agreement shall be limited to the construction work within the Scope of this Agreement. Nothing contained herein shall be interpreted to prohibit, restrict or interfere with the performance of any other operating, work or function not covered by this Agreement 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 2.8 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City or PLA Administrator and/or any Contractor or consultant.

Section 2.9 Completed Project Work. As areas of covered work are accepted by the City, this Agreement 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, check-out and/or warranty functions required by its contract(s) with the City.

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Trades Council and the signatory local Unions as the exclusive bargaining representative for the construction employees

engaged in Project Work. Such recognition does not extend beyond the period when the employee is engaged in Project Work.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Sections 3.5, and 4.3, below.

The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures.

(a) For signatory Unions now having a job referral system contained in 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 Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal and non-discriminatory employment opportunities and referrals shall not be affected in any way by the rules, regulations, bylaws, constitutional provisions, or any other aspects or obligations of Union membership, policies or requirements. All hiring procedures, including related practices affecting apprenticeship, shall be operated so as to accomplish the goals of the City to maximize the employment of qualified city residents and to utilize local businesses and facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions shall exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirement of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions shall work with their affiliated regional and national unions, and jointly with the PLA

Administrator and any others designated by the City, to identify and refer competent craft persons as needed for Project Work, and to identify residents of the City for entrance into Labor/Management Apprenticeship Programs, or for participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such Labor/Management Apprenticeship Programs, all maintained to increase the available supply of skilled craft personnel for Project Work.

(c)(i) In recognition of the City's obligations and commitments to its citizens, and the fact that the Project is for the benefit of and financially supported by the citizens of the City, the parties are in full agreement to support the training and employment of an increased number of qualified residents of the City in the construction workforce under this Agreement, and to work closely with the City to meet its legal and contractual obligations to increase the employment opportunities for its citizens, including the obligations which the City has contracted with the Contractors covered by this Agreement to fulfill. Specifically, the parties recognize that the City is committed to provide employment under this Agreement for City residents who are qualified for the work available, who meet the provisions of the HUD Regulation defining Section 3 Qualified Individuals (24 CFR §135), and who are residents within zip codes 90802, 90803, 90804, 90805, 90806, 90807, 90808, 90810, 90813, 90814, 90815, or 90755. The Contractors acknowledge and agree to ensure that best efforts are used to achieve a minimum of thirty percent (30%) of the total work hours will be performed by local residents residing within the zip codes listed in 3.3(c)(i) above and a minimum of ten percent (10%) of the total work hours shall be performed by Section 3 residents residing within the zip codes listed in 3.3(c)(i) above. The Contractors also hereby acknowledge and agree to comply with the Developer/Contractor HUD Section 3 Project Compliance Requirements as set forth in Attachment B attached hereto and incorporated herein by this reference.

(c)(ii) In order to support the development of increased numbers of skilled construction workers from among the citizens of the City, as described above, and to meet the needs of the Project, the Contractors agree to request, and the unions agree to refer, Section 3 qualified residents as defined in (c)(i) above prior to the referral of any other individuals into positions as journeypersons, apprentices and/or trainees on Project Work and/or into such apprenticeship in

training programs as may be operated by or with the agreement of the Unions. The Contractors and the Unions further agree to follow the priority referral/dispatch process under (c)(iii) below.

(c)(iii) After a referring union has exhausted its referral list of any and all Section 3 qualified individuals, it shall next refer any qualified City residents (those residing within the zip codes listed in (c)(i) above). After a referring union has exhausted its referral list of any and all qualified City residents, it shall next refer any qualified residents of Los Angeles or Orange Counties, prior to the referral of any other individuals.

The Contractors and the Unions agree to request and provide referrals in the following order of priority:

1. First Priority: Section 3 Qualified Individuals, in accordance with (c)(i) above.
2. Second Priority: Qualified City Residents (those residing within the zip codes listed in (c)(i) above).
3. Third Priority: Qualified residents of Los Angeles or Orange Counties.

(c)(iv) Once the referring union has met its referral commitments under (c)(i)-(iii) above, if there remains a further request for individuals to work under this Agreement, it may refer any other qualified individual pursuant to the normal referral list procedures.

(c)(v) The Unions agree to place on their referral roles or in their apprentice (or training) programs, as appropriate, persons sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for City residents, including, but not limited to, those individuals who have successfully completed the City's Construction Apprenticeship Program (CAP), the Long Beach Unified School District's Architecture, Construction and Engineering Academy (ACE), The Women in Non-Traditional Employment roles (WINTER) program, or the construction trades pre-apprenticeship training program and construction courses sponsored by Long Beach Community College; provided, however, that such individuals must meet the qualifications for the Trade, or that Trade's apprentice or training programs, in order to be accepted on the referral roles or into such

apprenticeship or training programs. Such acceptance is subject to payment of the Union's established, non-discriminatory fee charged non-members for use of the hiring hall process.

(c)(vi) The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to Labor/Management Apprenticeship Programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

(d) The unions shall exert their best efforts to recruit sufficient numbers of skilled craft workers, apprentices and/or trainees to meet the labor requirements of the Contractor as requested through the referral system. Specifically, the Unions agree that, if available, a minimum of fifteen percent (15%) of the new entrants into each apprentice and/or training program maintained by the signatory unions shall be individuals meeting the requirements of subsection (c)(i), above, as recommended by the subcommittee established in Section 14.3, below. Where individuals meeting the criteria established in subsection (c)(i) are not available, then recommended individuals meeting the residential criteria of subsection (c)(iii), above, shall be included to meet the minimum.

The local unions shall work with their affiliated regional and national unions, and jointly with the PLA administrator and any other organizations designated by the City to identify and refer qualified persons for Project work and to identify residents of the City for entrance into apprenticeship and/or training programs. Each signatory local union shall appoint an individual to serve as a liaison with the City and its PLA administrator, which individual shall be

responsible for coordinating the above assistance to the City and shall effectively participate in the training program efforts of the City and its designated organizations. Further, each local union shall (i) assist the City in updating and validating the City's training program curricula to best align such training programs with the requisite career pathway requirements and opportunities; and (ii) assist the City in creating and maximizing program coordination and funding opportunities to benefit residents of the City.

(e) With the assistance and cooperation of each designee of the local unions, the City will monitor the Contractor and union compliance with the City's employment obligations and contractual requirements. The PLA Administrator shall maintain the necessary records with regard to Contractor requests and union referrals under this Agreement. The PLA Administrator shall advise Contractors and unions, pursuant to information furnished to the PLA Administrator by the Contractors and union referral procedures, when a Contractor has met its obligations to employ a qualified City resident, and, to the extent that such obligation has been met, its request for referrals may be fulfilled by normal procedures of the union's referral system.

To assist the PLA Administrator, each Contractor actively working on a Project under this Agreement, and each hiring hall of the signatory unions, shall file with the PLA Administrator a monthly report, on the 15th of the following month, containing the information needed by the PLA Administrator to maintain his records, including the number of referrals requested for Project work, the classification of worker requested (journeyman, apprentice, etc.), the category of worker requested and/or referred (local resident, section 3 qualified, etc.), for the preceding month, and such other information as the PLA administrator determines, in consultation with the signatory unions and Contractors, is necessary to fulfill his compliance review.

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

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union status, sexual orientation, marital status or disability.

Section 3.5 Core Employees. The parties recognize and support the City's commitment to provide opportunities for all businesses, particularly local, small and emerging business enterprises, to participate on the Project. In furtherance of this commitment, the Parties agree that a Contractor that is not a party to a current collective bargaining agreement with a signatory union shall have the opportunity to employ a core workforce of its experienced employees ("Core Employees") on Project Work by directly employing on the Project one (1) of its regular work force who, at the time the Contractor is awarded work on the Project, meets the following qualifications:

- (i) possesses any license required by state or federal law for the Project work to be performed;
- (ii) has been on the Contractor's active payroll for at least 60 out of the 100 working days prior to the award; and
- (iii) has the ability to safely perform the basic functions of the applicable trade.

Once an eligible Contractor has employed one (1) Core Employee, its next employee shall be referred pursuant to 3.3(c), above, and then one for one to a maximum of ten (10) Core Employees per Contractor.

Furthermore, the parties recognize and support the City's commitment to HUD Section 3 project compliance and the City's desire to increase the participation of local small businesses in the City. In furtherance of this commitment and desire, the Parties agree that certain Contractors shall have the opportunity to employ a greater ratio of Core Employees. Notwithstanding the foregoing paragraph, the Parties agree that a Contractor that is (i) a qualified Section 3 Business (as defined in Attachment B attached hereto) and/or a City-certified Local Small Business Enterprise (LSBE) and (ii) not a party to a current collective bargaining agreement with a signatory union, shall have the opportunity to employ two (2) Core Employees who, at the time the Contractor is awarded work on the Project, meets the qualifications listed in 3.6 above. Once an eligible Contractor has employed two (2) Core Employees, its next employees shall then be referred one for one to a maximum of ten (10) Core Employees per Contractor.

The Contractor and any subcontractor or subconsultant, at any tier, shall submit to the PLA Administrator a City of Long Beach Core Employees List (Attachment C) prior to commencing work on the Project.

In laying off, the number of Core Employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or less employees, assuming the remaining employees are qualified to undertake the work available. The Contractor shall notify the appropriate union(s) of each employee employed under this Section. A Contractor desiring to use its Core Employees on the Project must identify them at the time it receives the Notice to Proceed, and provide proof of their eligibility to the PLA Administrator, who shall provide such proof to the Trades Council at its request. For proof of employment eligibility, quarterly tax records or payroll records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, proof is demonstrated by a drivers' license, voter registration, postal address, utility statements, or other official acknowledgments.

Section 3.6 Time for Referral. If any Union's referral system does not fulfill the requirements for specific classifications of covered employees (including residency standards) requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractor should promptly inform the Union of any applicants hired from other sources, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.7 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the union of employees so hired, as set forth in Section 3.5.

Section 3.8 Union membership. No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, for the

completion of Project Work; provided, however, that any employee who is a member of the referring union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly dues and working dues uniformly required of members in the Union.

Section 3.9 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Schedule A as of the effective date of this Agreement shall be recognized for purposes of hiring and layoffs.

Section 3.10 Foremen. The selection and number of craft foremen and/or general foremen shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foremen shall be designated as working foremen at the request of the Contractors.

ARTICLE 4

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules, including checking/signing in with the representative of the Contractor on site and/or with the appropriate construction manager, if present on the site, prior to entering into the Project construction area(s).

Section 4.2 Stewards.

(a) As part of the referral process of Article 3, above, each signatory local Union shall have the right to designate a working journeyman as a steward for each shift, and shall notify the Contractor in the writing of the identity of the designated steward or stewards prior to the

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

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

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

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

Section 4.3 Steward Layoff/Discharge. The involved 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 4.4 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 Agreement,

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 Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to the California Labor Code by the Department of Industrial Relations. If a prevailing rate increases under state law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the Schedule A's, except as otherwise provided in this Agreement.

Section 5.2 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A, and make all employee-authorized deductions in the amounts designated in the appropriate Schedule A, for all covered employees. The negotiating parties further agree that, unless otherwise mandated by the applicable prevailing wage determination, only such bona fide benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and required to be paid on the Project. Such contributions for each benefit shall not exceed the amounts specified for such in the applicable prevailing wage determination. Contractors directly signatory to one or more of the Schedule A's are required to make all contributions set forth in those Schedule A's without reference to the forgoing. Bona fide jointly-trusted benefit plans or authorized employee deductions programs established or negotiated under the applicable Schedule A or by the parties to his Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Section 21.3, and provided that the contributions do not exceed

the amounts set forth in the applicable prevailing wage determination.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of such trust funds for its employees, and shall sign a “subscription agreement” or other appropriate legal documents required by the appropriate employee Trust Fund for the acceptance of benefit contributions, provided, however, that such does not extend the Contractor’s obligation beyond Project Work. The Contractor authorizes the parties of such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the PLA Administrator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any prime contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the City or the prime contractor to withhold payments otherwise due such contractor, until such contributions and/or compensation have been made or otherwise guaranteed by such contractor.

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

ARTICLE 6

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular

week's work. The work week will start on Sunday and conclude on Saturday. The City reserves the right to modify the hours of work pursuant to Section 9.2 (c) below. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

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

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

Section 6.4 Shifts and Alternate Work Schedules.

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) day's prior notice to the affected union(s), unless a shorter notice period is provided for in the applicable Schedule A, and shall continue for a period of not less than five (5) working days: Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one half (1/2) hour non-paid lunch period, for 8 hours pay. The last shift shall start on or before 6:00 p.m. The first shift swing at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Because of operational necessities, the second shift may, at the City's direction, be scheduled without the preceding shift having been worked; or that there otherwise be a restructuring of normal work schedules. Such changes should not adversely affect the wages or premium payments otherwise due the employees pursuant to other provisions of this Agreement and/or the applicable prevailing wage determination. Except in an emergency, or when specified in the City's bid specification, the Contractor should give the affected Union(s) at least three (3) days notice of such scheduling changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project, unless or until such may be, and are, revised by mutual agreement of the negotiating parties to this Agreement.

Section 6.6 Show-up Pay. Show-up Pay shall be provided as required by the applicable prevailing wage determination(s). Employees receiving show-up pay will be required to remain at the Project site and available for work for such time as they receive pay, unless released early by the principal supervisor of the Contractor or his/her designated representative. Each employee shall furnish his/her contractor with his/her current address, telephone number and shall promptly report any changes to the Contractor.

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

Section 6.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately mid-point of the scheduled shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Schedule A, and if he is so required, he shall be compensated in the manner established in the applicable Schedule A.

Section 6.9 Make-up Days. To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a voluntary make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the prevailing wage law.

ARTICLE 7

WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Trades Council and the Unions signatory hereto, agree that neither they, nor each of them, nor their respective officers or agents or representatives, or employees they represent shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the 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 Trades Council, or Unions, or their members, agents' representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

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

Section 7.3 Standing to Enforce. The City, the PLA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the

obligations established therein.

Section 7.4 Expiration of Schedule A's. All employees shall continue to work and to perform all their obligations with respect to Project Work despite the expiration of any Schedule A Agreement. Any renegotiated Schedule A shall be implemented on Project Work pursuant to Section 21.3.

Section 7.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provisions of this Agreement, 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, Section 8.3, or the provisions of Section 21.4, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the PLA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the PLA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.7. The PLA Administrator 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, who the parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the PLA Administrator, may institute the following procedures, in lieu of or in

addition to any other action at law or equity, when breach of Section 7.1 or 7.5, above, or Section 8.3 or Section 21.4, is alleged.

(a) The party invoking this procedure shall notify _____, who has been selected by the negotiating parties, and whom the parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the negotiating parties, _____ or _____, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the parties alleged to be in violation, and to the Trades Council if it is a union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, 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 Executive Secretary and the Senior Official(s) as required by Section 7.6, as above.

(c) The arbitrator shall notify the parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 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 issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5 above, of Section 8.3, or Section 21.4, 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 7.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or

enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7(d), above, 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 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 their LM-2 Report (for Union), as shown on their business contract for work under this Agreement (for a Contractor), and to the representing Union (for any employee), by certified mail by the party or parties first alleging the violation, or other process of service legally recognized in the court's jurisdiction.

(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.

(h) The PLA Administrator is a party in interest in all proceedings arising under this Article, and Articles 8 and 10, and shall be sent contemporaneous copies of all notifications required by these Articles, and, at its option, may participate as a full party in any proceeding initiated under these Articles.

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 respondent 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 violation found by the Arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each non-complying respondent Contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the Arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

(c) The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than \$1,000 (one thousand dollars), or no more than \$5,000.00 (five thousand dollars) per shift for each non-complying entity.

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

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

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

Section 8.2 The Plan. All jurisdictional disputes on this Project between or among Building and Construction Trades Unions and employers, 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 procedures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conference. Each Contractor shall conduct a pre-job conference with the appropriate Union(s) prior to commencing work. The Trades Council and the Plan Administration will be advised in advance of all such conferences and may participate if they wish.

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 Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractors’ rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;

- (b) Hire, promote, transfer and lay off their own employees as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion, unless specifically disapproved by the City or its authorized representative; and
- (f) Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Schedule A's requiring such assignments be equalized or otherwise made in a non-discriminatory manner.

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

- (a) Monitor and inspect all construction sites, facilities or project to ensure that the Contractor follows the applicable safety and other work requirement;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the City and/or Project Work at a particular location(s) or in order to accommodate any difficulties at a Project site where schedules may interfere with City or resident requirements during construction activity;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to

accommodate the ongoing operations of the City's facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and unions to make appropriate scheduling plans, the City will provide the PLA Administrator and the affected Contractor(s) and union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of Section 6.6);

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

(e) Investigate and process complaints, through its PLA Administrator in the manner set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, pre-cast, prefabricated, pre-finished, or pre-assembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The City and its PLA Administrator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties.

(a) It is recognized that certain equipment of highly technical and specialized nature may be installed at Project Work 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, pre-assembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is standardized or catalog part or item, the work will precede 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.

Section 9.5 No Less Favorable Treatment. The parties expressly agree that Project Work will not receive less favorable treatment than that on any other project which the Unions, Contractors and employees work.

ARTICLE 10

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site.

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the PLA Administrator, together with the Contractors, to complete the construction of the Project economically, efficiently,

continuously and without any interruption, delays or work stoppages.

(b) The PLA Administrator, 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 Articles 7 or 8.

(c) The PLA Administrator shall oversee 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 insure the time limits and deadlines are met.

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

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provisions(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within 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

Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Unions(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 given 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 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 a representative of the PLA Administrator, 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 Step 2 meeting.

Step 3.

(a) If a grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor party may request in writing to the PLA Administrator (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) Joe Gentile; (2) Walter L. ...; (3) Louis Zigman. The decision of the arbitrator shall be final and binding on all parties. The fee and expenses of such arbitration's shall be borne equally by the involved Contractors(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 arbitrators shall have the authority to make decisions only on issues presented and shall not

have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Article 7 or 8, with the single exception that any employee discharged for violation of Section 7.2 or Section 8.3 may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

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

ARTICLE 11

REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Trades Council and all Unions, Contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations, including but 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 PLA Administrator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Prevailing Wage Compliance. All Contractors shall comply with the state laws and regulation on prevailing wages, Compliance with this obligation may be enforced by the appropriate parties through Article 7 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law. Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the City, upon notice to the Contractor that it, or its subcontractors, are in such violation, and on the failure of the Contractor or

subcontractor to remedy such violation promptly, may take such action as is permitted by law or contract to encourage and/or require the Contractor and/or the subcontractor to come into compliance. Such action may include, if permitted by contract and or law, removing the Contractor or subcontractor 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 any safety rules contained herein or established by the City, the PLA Administrator 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) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the PLA Administrator and/or 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.

(c) The parties agree that the substance abuse plan to be provided by the Trades Council, subject to review and approval by the City shall be applicable on the Project site and enforced with regard to all employees of all Contractors engaged in project work. Pending approval by the City of such Trades Council-provided plan, each substance abuse plan contained in a Schedule A should be applied, pursuant to its terms, to those employees working under that Schedule A on the Project.

Section 12.2 Inspection. The inspection of incoming shipments of equipment, machinery, and construction materials of every kind shall be performed at the discretion of the Contractor by individuals of its choice.

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

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

ARTICLE 13

TRAVEL AND SUBSISTENCE

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

ARTICLE 14

APPRENTICES

Section 14.1 Importance of Training. The parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City and the opportunity to provide employment at fair wages and working conditions on Project Work. To these ends, the parties will facilitate, encourage, and assist local residents to enter and progress in an apprenticeship program in the construction industry leading to participation in such Labor/Management Apprenticeship Programs. The City, PLA Administrator, other City consultants, and the Trades Council and the signatory 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

Labor/Management Apprenticeship Programs.

Section 14.2 Use of Apprentices.

(a) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the PLA Administrator will work with the Trades Council to ensure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons. It is understood that, if available, a minimum of 30% of the hours worked by apprentices and/or trainees on Project work shall be by apprentices (or as appropriate, trainees') meeting the criteria of section 3.3(c)(i), above, or if such are unavailable, then those meeting the requirements of Section 3.3(c)(iii), above.

(b) The parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman or other Contractor employee working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

Section 14.3 Joint Subcommittee on Training and Apprenticeship. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee pursuant to Article 17 shall be established, jointly chaired by a representative of the City as designated by the mayor of the City and a designee of the Trades Council, to oversee the identification and/or effective development of procedures and programs leading to the full utilization of Labor/Management Apprenticeship Programs, and to work with representatives of each signatory craft's joint apprenticeship committee ("JAC") and representatives of the City to establish appropriate criteria for recognition by such JAC's of the educational and work experience possessed by City residents toward qualifying for entry or advanced level in the Labor/Management Apprenticeship Programs under the direction under such JAC's. 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 Agreement becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three representatives of the signatory local Unions and three representatives of Contractors signatory to this Agreement and experienced in overseeing and participating in Labor/Management Apprenticeship Programs (or organizations to which the Contractors belong).

ARTICLE 15

WORKING CONDITIONS

Section 15.1 Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Individual coffee containers will be permitted at the employee's work location.

Section 15.2 Work Rules. The City, the PLA Administrator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to and including discharge.

Section 15.3 Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and in compliance with applicable governmental rules and regulations.

Section 15.4 Access to City of Long Beach Property and Facilities. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited by the City to certain roads and/or parking areas. Further, unless expressly permitted otherwise by the City or its authorized representative, covered employees shall not utilize the public areas of the City's facilities, including without limitation, sanitary and eating facilities.

Section 15.5 Site Security (Airport SIDA). Within forty-eight (48) hours of mobilizing for the Project, the Contractor shall provide adequate protection and security for after hours as

required to protect the work stored and in place, including but not limited to, properly maintained site fencing, and interior and exterior lighting on timers or sensors. These security provisions must remain operational until final acceptance, or as otherwise approved by the City Engineer or his/her designee.

The Contractor shall conform to the requirements of FAA Advisory Circular 150/5370-2E (01/17/03), "Operational Safety on Airports During Construction," as well as the "Long Beach Airport Safety and Security Requirements During Construction."

The Contractor shall continuously monitor and keep the work site and adjacent Airport Operations Area (AOA) free and clear of Foreign Object Debris (FOD).

The Contractor's on-site supervisors and employees (the number or ratio of employees that must be badged will be determined by the Airport) shall be issued and shall wear Airport I.D. badges provided by the Airport. In order for the Airport to issue the badges, the Contractor shall provide a ten-year employee history verification of all supervisors and any employee requiring a badge and all such supervisors and employees shall be subject to a criminal background check as required by federal law.

All supervisors and employees requiring a badge shall be required to attend an orientation-training seminar presented by Airport security. All required forms must be filled out for each employee to be badged and submitted to the Airport at least two (2) weeks prior to taking the orientation-training seminar to obtain a security badge. The Contractor shall maintain a master list of personnel with badges and it shall be available for the Airport's examination during construction hours. All personnel shall wear the badge on their outermost garment at all times when working in the Security Identification Display Area (SIDA) and comply with all other requirements of the "Long Beach Airport Safety and Security Requirements During Construction."

ARTICLE 16
PRE-JOB CONFERENCES

Consistent with Section 8.4, all work assignments should be disclosed by the Contractor at a pre-job conference held in accordance with industry practice. The Contractor shall notify the PLA Administrator at least two weeks before starting work under this Agreement, and the PLA Administrator shall coordinate the scheduling of a pre-job conference with the Trades Council, the Contractor(s) and the affected union(s). Should there be any formal jurisdictional dispute raised under Article 8, the PLA Administrator shall be promptly notified. At the pre-job conference, the PLA Administrator shall review the City's employment and contracting programs and goals with the participants.

ARTICLE 17
LABOR/MANAGEMENT AND COOPERATION

Section 17.1 Joint Committee. The parties to this Agreement will form a joint committee consisting of representatives selected by the Trades Council and by the mayor of the City for the PLA Administrator, respectively, to be chaired jointly by a representative of the PLA Administrator and of the Trades Council. The purpose of the Committee shall be to promote harmonious and stable labor management relations on this project, to ensure effective and constructive communication between labor and management parties, to advance the proficiency of work in the industry, and evaluate and ensure an adequate supply of skilled labor for all Project Work. Representatives of the City may participate upon its request.

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 Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 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 PLA Administrator shall be responsible for the arrangements for the meetings, and

the preparation of the agenda topics (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 should be notified of the meetings and invited to send a representative(s) to participate.

The PLA Administrator 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 Labor/Management 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 Agreement.

ARTICLE 18

SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause. It is not the intention of the City, the PLA Administrator, or the Union parties to violate any laws governing the subject matter of this Agreement, the parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts determined to be void are wholly inseparable from the remaining portions of this Agreement. Further, the parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substantive effect of such decision, for the purpose of achieving conformity with the requirements of

any applicable laws and the intent of the parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 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 Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute be enacted, which could result, temporarily or permanently in delay of the bidding, awarding and/or construction of the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 19 WAIVER

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

ARTICLE 20 AMENDMENTS AND AMBIGUITY

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating parties hereto. In the event of any conflict or ambiguity between this Agreement and any Attachment or exhibit, the provisions of this Agreement shall govern.

ARTICLE 21

DURATION OF THE AGREEMENT

Section 21.1 Duration.

- (a) The term of this Agreement shall commence on _____, 2010, and shall terminate on _____, 2013, unless sooner terminated as provided in this Agreement, or when the Project Work has been completed and accepted sooner by the City, unless there is a mutually agreed upon extension.
- (b) This Agreement may be extended for an additional one (1) year period by written mutual consent of the City and the signatory unions.
- (c) Either party may terminate this Agreement at any time upon a breach of this Agreement by the other party that is not cured within thirty (30) days of receipt of notice thereof by the non-breaching party.
- (d) Either party may terminate this Agreement upon six (6) months notice for any reason.

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 the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to repair or modify as required by its contract(s) with the City.
- (b) Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what portion, segment, etc. has been accepted. Final acceptance

may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Acceptance is given by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City, will be available from the PLA Administrator.

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

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

Section 21.4 No Work Stoppages. The Union agrees that there will be no strikes, work stoppages, sympathy strikes, picketing, slowdowns or any other disruptive activity affecting the Project by any Union involved in the negotiations of the Local Collective Bargaining Agreement and resulting Schedule A’s, nor shall there be any lock-out on this Project of the involved Union(s) during the course of such negotiations.

Section 21.5 Final Termination. Final termination of all obligations, rights, and liabilities under this Agreement shall occur upon receipt by the Trades Council of a Notice from the City saying that all Project Work has been accepted by the City.

In witness whereof the parties have caused this Project Labor Agreement for the City of Long Beach's Phase I Improvements to the Terminal Area at the Long Beach Airport to be executed as of the date and year above stated.

10/7/10, 2010

CITY OF LONG BEACH, a municipal corporation

By [Signature]
City Manager

"City"

This Contract is approved as to form on 10/7, 2010.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL:

October 7, 2010

By [Signature]
Richard Slawson
Executive Secretary

Affiliated Local Unions and Trades Councils:

Southern California Regional Council of Carpenters:

City of Long Beach-

PHASE I IMPROVEMENTS TO THE TERMINAL
AREA AT THE LONG BEACH AIRPORT PLA

NAME:

LOCAL:

Tom Moxley (PER DW)

IRONWORKERS 433

Ray Calder

sprinkle fitters UA local 709

Jeff Highhorn

Cement Masons #500

Jeff

...

[Signature]

CA 345 underground pipe

Walt Keeble

Ironworkers local 416

Joe C. Padu

Roofers & Waterproofers #36

Chris Medina

...

...

...

Bob Kopper

Insulators Local 5

Ma

Plasterers Local #200

[Signature]

The malle = Terra #15

Paul Green

Bricklayers #4

Robert Smith

IUPAT

City of Long Beach-

PHASE I IMPROVEMENTS TO THE TERMINAL
AREA AT THE LONG BEACH AIRPORT PLA

NAME:

LOCAL:

Edward Marquez

Boilers makes "92"

[Signature]

IUT LOCAL 18

Hand Fibro

LA 250

[Signature]

848

Billy Hoover

LABORER'S LOCAL 507

I.U.O.E Local 12

[Signature]

Mike [Signature]

Steve A Bell

ATTACHMENT A
LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the City of Long Beach Project Labor Agreement. This letter should be executed and submitted prior to the start of work by the Contractor, pursuant to Section 2.1 of the Agreement.

[Contractor's Letterhead]

City of Long Beach
Department of Financial Management
Attn: PLA Administrator
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Attn:

Re: City of Long Beach Project Labor Agreement

Dear Sir:

This is to confirm that [Name of Company] (this "Company") agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective _____, 2010, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. or identifying description]. This Company shall require all of its subcontractors of whatever tier to become 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

ATTACHMENT B
DEVELOPER/CONTRACTOR HUD SECTION 3 PROJECT COMPLIANCE
REQUIREMENTS



CITY OF LONG BEACH

**DEPARTMENT OF FINANCIAL MANAGEMENT
Business Relations Bureau**

DEVELOPER/CONTRACTOR HUD SECTION 3 PROJECT COMPLIANCE REQUIREMENTS

REVISED August 5, 2010

PROJECT:

Policy

Notwithstanding anything contained in federal law, the Contractor (throughout this checklist, reference to “Contractor” shall mean prime contractor and shall include “Developer” as applicable) and its subcontractors shall comply with Section 3 hiring requirements (24 CFR Part 135) and shall:

1. Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the subject project site.
2. Hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.

Definitions

► **Existing Core Workforce:** The core workforce is composed of those employees whose names appeared on the Contractor’s active payroll for sixty (60) of the one hundred (100) working days prior to award of the project to the Contractor; and who possess any license required by state or federal law for work; and who have the ability to safely perform the basic functions of the applicable trade.

► **Section 3 Coordinator:** Representative(s) of the City available to assist the Contractor and any subcontractor(s) meet the Section 3 goals described above.

► **Section 3 Business:** A business that is fifty-one percent (51%) or more owned by a Section 3 resident; **or** whose permanent, full-time employees include a minimum of thirty percent (30%) current Section 3 residents or workers who were Section 3 residents within three (3) years of the date of their first employment with the business.

► **Section 3 Resident:** A low-income individual whose household income does not exceed eighty percent (80%) of the area median income for the Los Angeles County-Long Beach area and who resides in the City of Long Beach or Signal Hill or an individual who lives in public housing. (**Attachment A, “HUD Income Limits”, provides income guidelines**).

Section 3 Business Enterprises – Compliance Requirements

Prior to bid opening, the Section 3 Coordinator will direct Developer/Contractor to do the following:

1. Advertise subcontracting opportunities in at least one (1) of the newspapers specified as General Press and at least two (2) of the Community Newspaper outlets. Documentation of these efforts could consist of a tear sheet, proof of publication, or other verification that confirms the date the advertisement was placed.

The media sources below are available for the advertisement of subcontracting and employment opportunities. Other known sources may also be used.

General Press

Long Beach Press Telegram
300 Oceangate
Long Beach, CA 90802
(562) 435-1161

Long Beach Business Journal
2599 E. 28th St., Suite 212
Signal Hill, CA 90755
(562) 988-1222

Downtown and Grunion Gazette
5225 E. 2nd St.
Long Beach, CA 90803
(562) 433-2000

Community Newspapers

Long Beach Times
121 Linden Ave.
Long Beach, CA 90802
(562) 436-8221

Signal Tribune
2669 Myrtle Ave., # 111
Signal Hill, CA 90755
(562) 427-8678

La Opinion
700 S. Flower St., Suite 3000
Los Angeles, CA 90017
(213) 622-8332

2. Provide written notice of such opportunities to all known Section 3 businesses. This notice shall be in sufficient time to allow the Section 3 businesses to respond to the bid invitation.
3. Work with outreach agencies that can assist in the recruiting of Section 3 businesses. Correspondence to outreach agencies will indicate specific

contracting opportunities for Section 3 businesses. A list of outreach agencies is below. Other known agencies may be used.

Regional Hispanic Chamber of Commerce
555 E. Ocean Blvd., Suite 638
Long Beach, CA 90802
(562) 590-7302
info@regionalhispaniccc.org

Long Beach Chamber of Commerce
One World Trade Center, Suite 2006
Long Beach, CA 90831-0206
(562) 436-1251
Contact: Judy Donely
(562) 437-8828

The Regional Hispanic Chamber receives advertisements for contracting opportunities to their members. Please send a concise email detailing subcontracting opportunities that you are offering together with your applicable contact information and a due date. The chamber will insert information that you provide in their newsletter and on their website.

The Long Beach Chamber is pleased to advertise contracting opportunities to their members, but please provide Notice to the chamber as soon as possible, due to the chambers turn-around time.

4. Follow up on all non-responsive solicitations of Section 3 businesses and provide additional information about the contracting opportunity.

Prior to bid opening, the Contractor shall do the following:

1. **Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site.** If the Contractor fails to meet this contracting requirement, the Contractor shall be subject to penalties outlined in Effects of Noncompliance on page 8. To avoid imposition of such penalties, the Contractor must demonstrate that it utilized its best efforts to contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site. The Contractor may demonstrate best efforts by detailing all efforts made on a contact log similar to **Attachment I** and affixing documents to the log that support such efforts (e.g., proof of mailing, fax transmittal sheets, e-mails, etc.), and advertising in local media. The contact log must at a minimum include the following:

- ▶ Company called
- ▶ Contact information (telephone or fax number, e-mail address)
- ▶ Contact person
- ▶ Time
- ▶ Date
- ▶ Results of the conversation

The City is committed to working with the Contractor to successfully achieve Section 3 requirements. Accordingly, the City will assign a Section 3 Coordinator to be available to the Contractor for assistance in

completing the requirements listed herein. The Section 3 Coordinator will be available to help the Contractor and any subcontractors identify Section 3 business enterprises.

2. Obtain from the Section 3 Coordinator a list of known Section 3 and local business enterprises previously contacted by the Section 3 Coordinator and then actively contact those businesses to ascertain whether they are interested in participating on the project team. Contractors are encouraged to contact other business enterprises that may qualify as Section 3 business enterprises. All contact with these businesses must be documented by providing a contact log (**Attachment I**) or a list of businesses contacted via fax, mail or e-mail. If a contact log is used it must include the information noted in **Attachment I**. If other lists are used, they should at a minimum include company name, address, contact person (if available), date contacted via fax, mail or e-mail, and result of contact.
3. Contact the outreach agencies listed on page 4. All contact with these outreach agencies must be documented by providing a contact log similar to **Attachment I** or a list of agencies contacted via fax, mail or e-mail. If other lists are provided, they should at a minimum include company name, address, contact person (if available), date contacted via fax, mail or e-mail, and result of contact.
4. Submit to the Section 3 Coordinator a Business Information Form (**Attachment J**) for each listed subcontractor. The Section 3 Coordinator will use this form to determine if the subcontractor qualifies as a Section 3 business enterprise.

Section 3 Workforce – Compliance Requirements

During construction, the Contractor shall do the following:

1. **The Contractor shall hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.** If the Contractor fails to meet this hiring requirement, the Contractor shall be subject to penalties outlined in Effects of Noncompliance on page 8. To avoid imposition of such penalties, the Contractor must demonstrate that it utilized its best efforts to hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce. The Contractor may demonstrate best efforts by detailing all efforts made on a contact log similar to **Attachment I** and affixing documents to the log that support such efforts (e.g., proof of mailing, fax transmittal sheets, e-mails, etc.).

2. The Contractor shall submit the following documentation to the City's Section 3 Coordinator at a date and time to be specified:

- **An executed HUD Section 3 Affidavit (Attachment B).** This document is to be submitted with the Prime Contractor's bid. Must be completed by all subcontractors prior to issuance of Notice to Proceed.
- **An executed HUD Section 3 Compliance Certificate (Attachment C).** This document is to be submitted with the Contractor's bid and becomes a part of the Contractor's contract with the City and required for each subcontractor. Must be completed by all contractors prior to the issuance of Notice to Proceed.
- A list of the **Existing Core Workforce** for the prime contractor and each listed subcontractor (**Attachment D**). Must be submitted prior to the issuance of Notice to Proceed.
- A **Project Employee Survey Form (Attachment E)** for each new employee for the prime contractor and each listed subcontractor. The list shall include the employee's name, address, occupation, and date of hire. This form will be used to determine if the employee is or qualifies as a Section 3 resident, or in situations of subcontractors, whether they qualify as a Section 3 business.
- An **Employment Forecast Form (Attachment F)** identifying the trades that will be used, numbers of workers needed, and forecasted number of hours for each trade. This form must be submitted even if no new hires are anticipated. (This is a mandatory monthly submittal.)

In addition to submitting the documentation listed above, during construction of the project, the Contractor shall do the following:

1. If applicable, work with local unions to request hiring priority for journeymen and apprentices who are Long Beach and Signal Hill residents. The Contractor shall provide priority to Long Beach and Signal Hill residents for all hiring opportunities so as to ensure that a minimum of thirty percent (30%) of all new hires are Long Beach or Signal Hill residents. A sample letter is provided in these Section 3 documents.
2. Use the Request for Craft Employees Form (**Attachment L**) or Worker Requisition Form (**Attachment M**), as applicable, to notify the local Workforce Development Office, non-profit entities, and community-based organizations of available employment opportunities at the project site. As

new construction employees are needed by the Contractor or subcontractor, the following should be followed:

- a. Union Contractors:** Contractors are required to submit a letter (**Attachment K**) and the Request for Craft Employees Form (**Attachment L**) to their respective unions notifying them of the Contractor's Section 3 obligations when requesting workers.
 - b. Non-Union Contractors:** Non-Union contractors are required to use the Worker Requisition Form (**Attachment M**) and submit same to the City's Workforce Development Bureau when requesting new workers.
- 3.** Post public notices announcing **HUD Section 3 Job and Contracting/Business Opportunities (Attachment H)**. The Contractor shall post these notices at the jobsite.
- 4.** With each monthly application for payment, the Contractor shall provide to the Section 3 Coordinator or designee, by the fifteenth (15th) calendar day of the following month, Contractor and subcontractor documentation to confirm compliance with Section 3 requirements. These documents shall include, but not be limited to:
 - a.** Certified Payrolls.
 - b. Monthly Section 3 Hiring Report (Attachment G)** for the Contractor and each subcontractor showing employee name, employer, date hired, occupation, family size, yearly income, section 3 status, and hours worked on the project to date.
 - c. Construction Jobs Survey Form (Attachment E)** for all new hires.
 - d. Monthly Forecasting Form (Attachment F)**.
- 5.** Submit other such documentation that the City may require to demonstrate the Contractor's/subcontractor's compliance with Section 3 requirements, such as follow up contact logs for Section 3 applicant inquiries.

During construction of the project, the Contractor shall provide all required information to the Section 3 Coordinator or designee who will do the following:

- 1.** Coordinate with the City's workforce development bureau and other community organizations that provide workforce opportunities and training.

2. Provide to the Contractor all documents and responses from Section 3 applicants for the purpose of having the Contractor follow up and respond to such inquiries. Such follow-up must be documented with a contact log similar to **Attachment I** or by providing a list of follow-ups contacted via fax, mail or e-mail. Fax, mailing lists and/or e-mail distributions should contain the applicant's name, fax number, mailing address or e-mail address, and the date faxing, mailing or e-mailing occurred.

Section 3 Workforce and Business Enterprises – Effects of Noncompliance

The City is committed to working with the Contractor to meet the hiring and contracting requirements. **In this regard, the Contractor shall include the Section 3 Coordinator in all meetings related to complying with the hiring and subcontracting goals.** Failure to meet these goals or to assist in the documentation of the Contractor's best efforts to meet these goals, shall result in a penalty equal to ten percent (10%) of each subsequent progress payment application beyond any normal retention until the deficiency is corrected. Upon remediation of the deficiency, the penalty amount will be released to the Contractor. In the event that the Contractor fails to provide required documentation regarding both the thirty percent (30%) hiring and ten percent (10%) subcontracting goals, the maximum penalty that may be assessed is ten percent (10%) of each subsequent progress pay application.

Note: In the event a subcontractor fails to furnish the required documentation to the Contractor, the Contractor shall withhold a penalty equal to ten percent (10%) of each payment application from that subcontractor. Upon remediation of the deficiency, the Contractor shall release the penalty amount to the subcontractor. The maximum penalty that may be assessed against a subcontractor is ten percent (10%) of each subsequent pay application.

HUD Section 3 Contract/Business Opportunity and Workforce Development Compliance Personnel List

	CONTRACTING/ BUSINESS	EMPLOYMENT OPPORTUNITIES
CONTACT	PATRICE HENDERSON HUD SECTION 3 COORDINATOR	CECILE WALTERS HUD SECTION 3 WORKFORCE COORDINATOR
PHONE	(562) 570-6037	(562) 570-4788
ADDRESS	CITY HALL 333 W. OCEAN BLVD., 6 TH FL., LONG BEACH, CA 90802	PACIFIC GATEWAY NETWORK 3747 ATLANTIC AVENUE LONG BEACH, CA 90806
EMAIL	PATRICE.HENDERSON@LONGBEACH.GOV	CECILE.WALTERS@LONGBEACH.GOV
FAX	(562) 499-1014	(562) 570-4551

For additional outreach efforts, please refer to the ‘HUD Appendix to Part 135’ (Attachment N).

I, the undersigned

(Officer or authorized agent of
company—Print Name)

Signature’s Title

agree to adhere to the City of Long Beach Housing and Urban
Development (HUD) Section 3 Policy and Checklist as stated herein.

Signature

Date



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DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) INCOME LIMITS

Listed below are the current income limits that the City of Long Beach and its representatives will use to determine whether an individual or company meets the federal definition of "Section 3" eligibility. If you do not qualify based on your **current** income and family size, but you meet the requirements based on your income and family size **within the last three years**, you still qualify.

All income amounts are subject to adjustment by the City in accordance with HUD guidelines.

FAMILY SIZE	INCOME CRITERIA (80% OF MEDIAN)
1	\$44,400
2	\$50,750
3	\$57,100
4	\$63,450
5	\$68,550
6	\$73,600
7	\$78,700
8	\$83,750

AS OF MARCH 19, 2009

Attachment A



CITY OF LONG BEACH HUD SECTION 3 AFFIDAVIT

Must be completed by the prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.



IMPORTANT NOTE: YOUR SIGNATURE BELOW INDICATES THAT YOU RECEIVED A COPY OF THE CITY'S SECTION 3 POLICY AND REQUIREMENTS AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION (ATTACHMENT C) AND COMPLIANCE REQUIREMENTS STATED THEREIN.

I, THE UNDERSIGNED

OFFICER OR AUTHORIZED
AGENT OF COMPANY
(PRINT NAME)

SIGNATURE'S TITLE

SIGNATURE

PROJECT NAME:

COMPANY NAME:

ADDRESS:

_____ CITY

_____ STATE

_____ ZIP CODE

TELEPHONE NUMBER:

_____ () _____

E-MAIL ADDRESS:

DATE:

ATTACHMENT B

HUD SECTION 3 COMPLIANCE CERTIFICATION

Must be signed by prime contractor and all subcontractors prior to issuance of notice to proceed

The contract for this work will include the following clause (referred to as the HUD Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Consistent with 24 CFR §135.72(b), the City of Long Beach shall refrain from entering into a contract with any contractor after notification is received from HUD that the contractor has been found in violation of the Section 3 regulations. The City will also review past performance of contractors on Section 3 projects in determining contract awards. It is mandatory that all contractors seeking to be awarded a City of Long Beach Section 3 covered project attend the pre-bid conference.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. The contractor understands that non-compliance and willful violation of HUD's regulations in 24 CFR part 135 with respect to Section 3 and related regulations by itself, its sub-contractors and or lower tier contractors will result in corrective measures taken by the City of Long Beach to achieve compliance, including suspension or withholding of contractor payments.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to the comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b)

I, THE UNDERSIGNED, ON BEHALF OF THE COMPANY HEREBY CERTIFY THAT I HAVE RECEIVED, READ AND DO UNDERSTAND THE CONTENTS OF THE ABOVE STATED "SECTION 3" CLAUSE.

PROJECT: _____

_____ SIGNATURE	_____ PRINT NAME	_____ DATE	
_____ TITLE (OFFICER OR AUTHORIZED AGENT)	_____ COMPANY NAME		
_____ ADDRESS	_____ CITY	_____ STATE	_____ ZIP CODE



City of Long Beach Existing Core Workforce List

Must be completed and submitted by prime contractor and all subcontractors prior to an issuance of Notice to Proceed

FIRM NAME: _____

PROJECT: _____ **CONTRACT NO.:** _____

SUBMITTED BY: _____ **TELEPHONE NO.:** _____

The following is a list of "Core Employees." These employees, in accordance with the definition of an Existing Core Workforce, have been on the active payroll for fifty (50) out of the last one hundred (100) working days prior to the award. **The Contractor and subcontractor, at any tier, must submit this form prior to commencing work on the project.**

The Contractor and subcontractor(s) shall provide to the Section 3 Coordinator or designee proof of their "Core Workforce" upon request. Alternative worksheets may be submitted only if the same information shown below is contained.

Name	SSN (last 4 digits only)	Classification	Hire Date	Date Last Employed	Verified (office use only)

Certification:

I CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT. IF IT IS DETERMINED THAT THE INFORMATION REPORTED HEREON IS NOT TRUE AND CORRECT, I WILL NOT BE ALLOWED TO DO WORK (BEGIN, FINISH, COMPLETE) FOR THE CITY OF LONG BEACH.

SUBMIT TO

City of Long Beach
Attention: Financial Management-Section 3
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802
(562) 570-6037 Phone
(562) 499-1014 Fax

Signature: _____ **Date:** _____

Title: _____



CITY OF LONG BEACH PROJECT EMPLOYEE SURVEY

To be completed by all new hires (including office personnel)
Form to be submitted with certified payrolls every time an employee is hired
(This form is mandatory and must be completed by the prime contractor and all subcontractors as required.)

The sole purpose of this form is to calculate the number of Section 3 Residents working on construction projects. This form was not created by the I.R.S. (Internal Revenue Service). Please print or type.

COMPANY: _____

PROJECT: _____

NAME: _____

ADDRESS: _____ APT.: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: () _____

NUMBER OF PEOPLE LIVING WITH YOU IN YOUR HOME: _____

FOR THE LAST THREE YEARS, PLEASE GIVE AN ESTIMATE OF YOUR GROSS ANNUAL INCOME BEFORE BEING EMPLOYED AT THIS CONSTRUCTION PROJECT: **FILL IN LINES BELOW**

CURRENT YEAR ANNUAL INCOME : \$ _____

LAST YEAR ANNUAL INCOME: \$ _____

TWO (2) YEARS AGO INCOME: \$ _____

OR A PUBLIC HOUSING RESIDENT OR RECEIVE SECTION 8 ASSISTANCE YES NO

SIGNATURE

DATE

Submit To:

City of Long Beach
Attention: Financial Management-Section 3
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802
(562) 570-6037 Phone
(562) 499-1014 Fax

ATTACHMENT E



CITY OF LONG BEACH EMPLOYMENT FORECAST FORM

To be completed by the prime contractor and all subcontractors

To ensure efforts are made to reach the City of Long Beach’s numerical goals for job placement of local low-income individuals, the prime contractor and all subcontractors shall provide the following employment forecasts for this project on a monthly basis (this document must be submitted with the certified payrolls). This is a mandatory monthly submittal.

Company: _____ **Date:** _____
Project: _____
Project Start Date: _____ **Project End Date:** _____

Total Forecasted Work Hours For Entire Project:

Total Forecasted Workforce Size

TRADE	NUMBER OF EMPLOYEES NEEDED TO COMPLETE TASK	FORECASTED WORK HOURS BY TRADE



CITY OF LONG BEACH EMPLOYMENT SECTION 3 WORKFORCE MONTHLY HIRING REPORT

To ensure efforts are made to reach the City of Long Beach’s numerical goals for job placement of local low-income individuals, the Contractor and all subcontractors shall provide the following employment information for this project on a monthly basis:

This is a mandatory monthly submittal for by all contractors (prime and subcontractors) and must be submitted with certified payrolls.

Project: _____

Company: _____ Date: _____

Reported by: Prime Contractor Subcontractor _____

Monthly Reporting Period: _____

NAME OF NEW HIRE	HIRE DATE	OCCUPATION



NOTICE OF HUD SECTION 3 JOB AND CONTRACTING OPPORTUNITIES

LONG BEACH & SIGNAL HILL RESIDENTS MAY QUALIFY FOR EMPLOYMENT AND CONTRACTING OPPORTUNITIES ON THIS FEDERALLY FUNDED CONSTRUCTION PROJECT. LOW-INCOME AND VERY LOW-INCOME RESIDENTS AND BUSINESSES WILL RECEIVE HIRING PREFERENCE.

INTERESTED LONG BEACH & SIGNAL HILL RESIDENTS AND BUSINESSES SHOULD CONTACT THE DESIGNATED PERSON BELOW TO DETERMINE THEIR ELIGIBILITY FOR CURRENT AVAILABLE POSITIONS, POSSIBLE FUTURE POSITIONS OR OTHER EMPLOYMENT AND CONTRACTING INFORMATION.

	CONTRACTING/ BUSINESS	EMPLOYMENT OPPORTUNITIES
CONTACT	<i>PATRICE HENDERSON</i>	<i>CECILE WALTERS</i>
PHONE	(562) 570-6037	(562) 570-4788
ADDRESS	CITY HALL 333 W. OCEAN BLVD., 7 TH FL., LONG BEACH, CA 90802	PACIFIC GATEWAY NETWORK 3447 ATLANTIC AVE LONG BEACH, CA 90807
EMAIL	PATRICE.HENDERSON@LONGBEACH.GOV	CECILE.WALTERS@LONGBEACH.GOV
FAX	(562) 499-1014	(562) 570-4551

THIS NOTICE COMPLIES WITH THE CITY OF LONG BEACH SECTION 3 ACTION PLAN.

ATTACHMENT H



AVISO DE OPORTUNIDADES DE TRABAJO Y CONTRATOS

LOS RESIDENTES Y NEGOCIOS DE LONG BEACH PUEDEN CALIFICAR PARA OPORTUNIDADES DE EMPLEO POR PARTE DEL PROGRAMA DE CONSTRUCCIÓN FUNDADO POR EL GOBIERNO FEDERAL. RESIDENTES DE BAJOS INGRESOS RECIBIRÁN PREFERENCIA PARA TRABAJOS Y CONTRATOS.

RESIDENTES Y NEGOCIOS DE LONG BEACH INTERESADOS, FAVOR DE PONERSE EN CONTACTO CON LA PERSONA DESIGNADA AL FONDO DE ESTA OJA, PARA DETERMINAR SU ELEGIBILIDAD PARA POSICIONES DISPONIBLES, FUTURAS POSICIONES POSIBLES Y OTRA INFORMACIÓN DE EMPLEO.

	CONTRACTING/ BUSINESS	EMPLOYMENT OPPORTUNITIES
CONTACT	<i>PATRICE HENDERSON</i>	<i>CECILE WALTERS</i>
PHONE	(562) 570-6037	(562) 570-4788
ADDRESS	CITY HALL 333 W. OCEAN BLVD., 6 TH FL., LONG BEACH, CA 90802	PACIFIC GATEWAY NETWORK 3447 ATLANTIC AVE LONG BEACH, CA 90807
EMAIL	PATRICE.HENDERSON@LONGBEACH.GOV	CECILE.WALTERS@LONGBEACH.GOV
FAX	(562) 499-1014	(562) 570-4551

ESTE AVISO CUMPLE CON EL PLAN DE ACCIÓN DE LA SECCIÓN 3 DE LA CIUDAD DE LONG BEACH.

ATTACHMENT H



Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

PROJECT: _____

COMPANY: _____

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business. We will include them as part of our proposed team.



Section 3 Business Contact Log for documenting contact with: Outreach Agencies

PROJECT: _____

COMPANY: _____

This form must be submitted with the prime contractor's bid documents. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business. We will include them as part of our proposed team.



THE CITY OF LONG BEACH

HUD SECTION 3 BUSINESS INFORMATION FORM

Must be submitted with bid documents. To be completed by the prime contractor and all subcontractors. If not available with bid documents, this form must be received by the City by 10:00 a.m. of the next working day.

The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects. Please print or type.

COMPANY
NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: () _____

FORM COMPLETED BY: _____

SERVICE OR PRODUCT: _____

IS 51% OR MORE OF YOUR BUSINESS OWNED BY SECTION 3 RESIDENTS? YES No

IS AT LEAST 30% OF YOUR WORKFORCE (FULL TIME, PERMANENT STAFF) MADE UP OF SECTION 3 RESIDENTS OR WERE THEY SECTION 3 RESIDENTS WITHIN 3 YEARS OF THEIR FIRST DATE OF EMPLOYMENT? YES No

SIGNATURE _____

DATE _____

CITY OF LONG BEACH • DEPARTMENT OF FINANCIAL MANAGEMENT
333 WEST OCEAN BOULEVARD, 7TH FL • LONG BEACH, CA 90802
(562) 570-6037 FAX: (562) 499-1014

ATTACHMENT J



CITY OF LONG BEACH

SAMPLE SECTION 3 LETTER TO UNION

Must be completed by the prime contractor and subcontractors prior to issuance of Notice to Proceed.

Contractor Information

Address

City, State, Zip

Telephone, Fax

California License #

Date

Union Hall

Address

City, State, Zip

Subject: Project Site-

Dear:

(Name of Contractor), is a subcontractor or contractor on the (Name of Project). This construction project falls under the United States Department of Housing and Urban Development (HUD) Section 3 regulations for the City of Long Beach.

The Section 3 regulation compliance requires that contactors to the greatest extent feasible hire low-income residents of Long Beach and Signal Hill for the project. We are asking for your cooperation in using your best efforts to dispatch workers from your union that reside in Long Beach and Signal Hill.

Please keep this letter on file. When we request that workers are dispatched to a job, we would appreciate your assistance in helping our company and the City of Long Beach meet the Section 3 local hiring requirements.

Sincerely,

(Person Name)

ATTACHMENT K

CITY OF LONG BEACH

WORKER REQUEST FORM FOR UNION CONTRACTORS

To the Contractor:

Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for this project. A duplicate fax request is to be sent to the Business Relations Bureau, attention Patrice Henderson at (562) 499-1014 or by email at Patrice.henderson@longbeach.gov. 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 Transmission Verification Reports and keep copies for your records.

To the Union:

Please complete the "Union Use Only" section and fax this form back to the requesting Contractor. **Please retain a copy of this form for your records and send a copy to the City of Long Beach Business Relations Bureau at (562) 499-1014.**

To: Local # _____ Fax # () _____ Date: _____
 cc: **Pacific Gateway Network c/o Fax # (562) 570-4551**
 From: Company: _____ Person Sending: _____
 Contact Phone: _____ Contact Fax: _____

Please provide me with union craft workers. The City of Long Beach requires that 30% of project apprentice and journey-level hours be performed by residents of the cities of Long Beach and Signal Hill to the extent feasible.

Covered Zip Codes of Residence

90802	90803	90804	90805	90806	90807
90808	90810	90813	90814	90815	90755

- **1st Priority: Section 3 Local Requirement** - Union craft employees, including apprentices, who reside in one of the local zip codes listed above, and are determined to be Section 3 eligible (80% of median income or less) should be dispatched first. The Workforce Investment Board can assist in determining Section 3 eligibility.
- **2nd Priority: Local Requirement** - If insufficient union craft employees, including apprentices, who live in one of the zip codes listed above and are Section 3 eligible exist, other Long Beach and Signal Hill residents may fulfill hours to meet the requirements
- **General Dispatch** - Union craft employees may be dispatched per normal dispatch procedures, notwithstanding the above Section 3 and local preferences.

Craft Employees Requested

Job/Craft Description	Journeyman or Apprenticeship Level	Number Requested	Report Date	Report Time
Total Workers Requested:				

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

Project & Site Address: _____ Report to (on-site contact): _____
 On-site Tel #: _____ Fax: _____ Comments or special requirements: _____

Union Use Only			
<i>(Please check boxes as appropriate)</i>			
Reception Date: _____	Dispatch Date: _____	Received By: _____	
<u>Requested Dispatch</u>	AVAILABLE FOR DISPATCH	Unavailable for Dispatch	<u>Comments</u>
Section 3 <u>and</u> Local	<input type="checkbox"/>	<input type="checkbox"/>	
Local Only	<input type="checkbox"/>	<input type="checkbox"/>	
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	



WORKER REQUISITION FORM

Contractor: Please call Cecile Walters at (562) 570-4788; Complete form and fax to the Career Transition Center at (562) 570-4551 AND fax a duplicate to Patrice Henderson at (562) 499-1014

CFW STAFF ONLY: _____

FOR INFORMATION CONTACT:
PACIFIC GATEWAY NETWORK: 562.570.4795
CECILE WALTERS PHONE: 562.570.4788
FAX 562.570.4551
CECILE.WALTERS@LONGBEACH.GOV

Date: _____

Company Information

Phone: _____ Fax: _____ e-mail _____

Name: _____

Contact Person: _____ Title: _____

Address: _____

Construction Type: _____ Years in Business _____ No. of employees: _____

Benefits: None [] Med. [] Dental [] Vision [] Retirement [] Effective: _____
Other: _____

Position Title: _____ Position Reports: _____

Location of position (Project Site Name): _____ Expected Start Date: _____

Total Openings _____ Project Name & Location _____

SHIFT: M [] T [] W [] Th [] F [] S [] S [] Day [] Swing [] Night [] Flex []

Salary: _____/hr. mo., annual - Salary _____ + Commission Hours _____ to _____

Type of Position: Perm [] Temp [] F/T [] P/T [] Seasonal []

Required Skills: experience, education:

Job Description: _____

Referral Procedure: please check Refer /Pre-screen from CFWF []
Fax Resume [] Mail Resume [] E-mail [] Apply in person [] Call for appt. []

Is your Company in the Enterprise Zone? Yes [] No []

Refer to EDD CalJobs Yes [] No [] If Yes _____

Company CA Tax ID



HUD APPENDIX TO PART 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents.

(1) and (2) Intentionally Omitted

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.

5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) and (11) Intentionally Omitted

(12) Consulting with State and local agencies administering training programs funded through JTPA, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) Intentionally Omitted

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) Intentionally Omitted

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17)-(20) Intentionally Omitted

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns.

(1)-(8) Intentionally Omitted

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) Intentionally Omitted

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

**CITY OF LONG BEACH
CORE EMPLOYEES LIST**

FIRM NAME: _____

PROJECT: _____ **CONTRACT NO.:** _____

SUBMITTED BY: _____ **TELEPHONE NO.:** _____

The following is a list of "Core Employees" which in accordance with the Project Labor Agreement

- possesses any license required by state or federal law for the Project work to be preformed;
- have been on the active payroll for at least sixty (60) out of the last one-hundred (100) days prior to the award; and
- have the ability to safely perform the basic function of the applicable trade;

The prime contractor/consultant and any subcontractor/subconsultant, at any tier, must submit this form prior to commencing work on the project.

Placement Priority (Non Union) ¹	Name	SSN	Trade	Hire Date	Date last Employed	Home Zip Code

Certification:

I certify that the information contained hereon is true and correct. If it is determined that the information reported hereon is not true and correct, I will not be allowed to do work (begin, finish, complete) for the City of Long Beach.

Signature: _____ **Date:** _____

Title: _____

SUBMIT TO:

<p>PLA ADMINISTRATOR 183 E. City Place Drive Santa Ana, CA 92705 714-973-1335</p>
--

PLEASE USE ADDITIONAL SHEETS AS NECESSARY
