

enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this PLA is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this PLA, then the Parties agree that all Covered Projects that would otherwise be covered by this PLA should be continued to be bid and constructed without application of this PLA so that there is no delay or interference with the ongoing planning, bidding, and construction of any Covered Projects.

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

ARTICLE 19

WAIVER

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

ARTICLE 20

AMENDMENTS

Section 20.1 (a) Amendments; Most Favored Nation; The provisions of this PLA can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the Council and the Public Agency.

(b) Most Favored Nation. In the event that any city with a population of 100,000 or less (as of the effective date of this PLA) executes a project labor agreement with the Council, Public Agency shall maintain an option, in its sole and exclusive discretion, to amend this PLA to contain substantively all of the provisions as that of said project labor agreement.

ARTICLE 21

DURATION OF THE PLA

Section 21.1 Duration. This PLA shall be effective on the date when it has been executed by both the Council and the Public Agency. The Agreement shall continue in full force and effect for a term of three (3) years after the initial effective date (provided, however, it shall continue in effect for all work awarded prior to such termination date until the completion of such Project Work). At the end of the initial three (3) year term, this PLA shall automatically renew for an additional term of three (3) years unless either party provides written notice to the other at least 60 days before the expiration date of its intention to renegotiate or terminate the PLA.

Section 21.2 Turnover and Final Acceptance of Completed Work.

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

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the PLA will continue to apply to each such item on the list until it is completed to the satisfaction of the Public Agency and Notice of Acceptance is given by the Public Agency or its representative to the Contractor.

Section 21.3 Continuation of Schedule A's. Schedule A's incorporated as part of this PLA shall continue in full force and effect with regard to Covered Work, until the Schedule A is modified by parties thereto.

The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this PLA; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this PLA if such provisions are less favorable to the

Contractor under the PLA than those uniformly required of Contractors for construction work normally covered by those agreements in San Diego County; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this PLA. Any disagreement between the Parties over the incorporation into a Schedule A of any such provision agreed upon in a negotiation of the local collective bargaining agreement that is the basis for a Schedule A shall be resolved under the procedures established in Article 10.

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

ARTICLE 22

WORK OPPORTUNITIES PROGRAM

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

Section 22.2 The Parties support the development of increased numbers of skilled construction workers who are Local Residents to meet the labor needs of Covered Projects. Towards that end, the Parties, together with the Public Agency and the Project Labor Coordinator, agree to develop and implement a work opportunities program for Local Residents to maximize construction career opportunities and create a construction career pipeline to becoming employed on Covered Projects. In

furtherance of the foregoing, the Council and Unions specifically agree to work with the Public Agency and the Project Labor Coordinator to:

(a) Collaborate with existing or newly created MC3 apprenticeship readiness programs in San Diego County to offer opportunities for Local Residents, including students, to enroll in free short-term construction apprenticeship readiness training to prepare them to enter into Apprenticeship Programs and become employed by a Contractor on Covered Projects. The Project Labor Coordinator, with the assistance of the Parties, will assist with the recruitment, career placement, and tracking of such Local Residents who graduate from these apprenticeship readiness programs; and

(b) The Parties will cooperate and collaborate with the Public Agency and Project Labor Coordinator to conduct outreach to and include Local Residents from traditionally underrepresented segments of the local population in the construction craft workforce for Covered Projects; and

(c) The Project Labor Coordinator, with input from the Council, shall produce detailed bi-annual reports to measure and report the outcomes of the policies, requirements, and programs established in this PLA, including the achievement of Local Resident employment participation on Covered Projects; and

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

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

Section 22.3 Joint Subcommittee on Work Opportunities. To carry out the intent and purpose of this Article, a subcommittee of the Labor Management Committee established

pursuant to Article 17 shall be established, jointly chaired by a designee of the Public Agency and a designee of the Council, to oversee the effective development and implementation of the programs and policies described herein, and to work with representatives of each apprenticeship committee and representatives of the MC3 apprenticeship readiness programs to maximize employment opportunities for Local Residents who reflect the diversity of the communities surrounding Covered Projects and who may not be previously qualified for the construction career opportunities created by Covered Projects. The subcommittee will meet as necessary at the call of the joint chairs to promptly facilitate its purposes in an expeditious manner as soon as this PLA becomes effective. In addition to the joint chairs, the membership of the committee will consist of at least three (3) representatives of the signatory local Unions and three (3) representatives of Contractors (or the organizations to which the Contractors belong) signatory to this PLA and experienced in overseeing and participating in Apprenticeship Programs.

ARTICLE 23

HELMETS TO HARDHATS

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

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

In witness whereof, the Parties have caused this Project Labor Agreement for the the Public Agency to be executed as of the date and year above stated.

Dated: _____

SAN DIEGO BUILDING AND CONSTRUCTION
TRADES COUNCIL

By: _____

Carol Kim, Business Manager

Dated: _____

CITY OF LA MESA

By: _____

Mark Arapostathis, Mayor

Approved as to form: _____

SIGNATORY UNIONS AND
(See Attached)

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SIGNATORY UNIONS

By: _____ By: _____
: _____
Allied Workers Local 5 Boilermakers Local 92

By: _____ By: _____
: _____
Bricklayer & Allied Crafts Local 4 Cement Masons Local 500 / Area 744

By: _____ By: _____
: _____
Electrical Workers Local 569 Elevator Constructors Local 18

By: _____ By: _____
: _____
Painters and Allied Trades Local 1399 Iron Workers Local 229

By: _____ By: _____
: _____
Laborers Local 89 Plasterers Local 200

By: _____ By: _____
: _____
Plaster Tenders Local 1414 Operating Engineers Local 12

By: _____ By: _____
: _____
Plumbers & Pipefitters Local 230 Road Sprinkler Fitters Local 669

By: _____ By: _____
: _____
Roofers & Waterproofers Local 45 Sheet Metal Workers' Local 206

By: _____ By: _____
: _____
Laborers Local 1184 Teamsters Local 166

By: _____ By: _____
: _____
Laborers Local 345 Tradeshow & Sign Crafts Local 831

By: _____ By: _____
UA Local 345 : Laborers Local 300

By: _____
Southwest Regional Council of Carpenters

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ATTACHMENT A – LETTER OF ASSENT

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

[CONTRACTOR’S LETTERHEAD]

DATE

Project Labor Coordinator

Address

Address

Address

Attention: _____

Re: [_____] Project Labor Agreement

Dear Sir:

This is to confirm that [Name of Company] agrees to be party to and bound by the [_____] Project Labor Agreement, effective _____, 202_, as such Agreement may from time to time be amended by the negotiating Parties or interpreted pursuant to its terms. Such obligation to be a Party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project pursuant to [Contract No. _____], and this Company shall require all of its subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By:

[Name and Title of Authorized Executive]

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

ATTACHMENT B-1 – WORKFORCE DISPATCH REQUEST FORM

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ATTACHMENT B-2 – CONTRACTOR CORE WORKFORCE FORM

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ATTACHMENT C – DRUG AND ALCOHOL TESTING POLICY

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

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

- urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.
- b. A Contractor may request an applicant or employee promptly, within four (4) hours of the Contractor's request, perform an alcohol breathalyzer test at a certified laboratory only, and cutoff levels shall be those mandated by applicable state or federal law.
 - c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Contractor and the Union.
 - d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA and this Policy. Should these SAMHSA levels be changed during the course of the PLA or new testing procedures are approved, then these new regulations will be deemed as part of this existing PLA. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one (1) year. Handling and transportation of each sample must be documented through strict chain-of-custody procedures.
 - e. In the event of a confirmed positive test result, the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Contractor between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results, the Contractor may require a third test, at the Contractor's expense.
 - f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.
 - g. No individual who tests negative for drugs and alcohol pursuant to the above procedure and becomes employed on the project shall again be subjected to drug and alcohol testing with the following exceptions:
 - 1) Employees who are involved in industrial accidents resulting in damage to plant, property, or equipment or injury to him/her or others may be tested for drugs or alcohol pursuant to the procedures stated hereinabove.
 - 2) The Contractor may test employees following thirty (30) days' advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be sent by certified mail to the affected Union with a copy

to the Project Labor Coordinator. Such testing shall be pursuant to the procedures stated hereinabove.

- 3) The Contractor may test an employee where the Contractor has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (e.g., slurred speech, unusual lack of muscular coordination). Such behavior must be actually observed by at least two (2) persons, one (1) of whom shall be a supervisor who has been trained to recognize the symptoms of drug and alcohol abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the Covered Project, the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Contractor's payroll.
- h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug and alcohol testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.
6. The Contractors will be allowed to conduct periodic jobsite drug and alcohol testing on the Project under the following conditions:
 - a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;
 - b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;
 - c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;
 - d. Testing shall be conducted by an SAMHSA-certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.
 - e. Only two (2) periodic tests may be performed in a twelve (12)-month period.
7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Contractor to remove the employee from the jobsite.
8. Any grievance or dispute that may arise out of the application of this Policy shall be subject to the grievance and arbitration procedures set forth in the PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule, or regulation. Should any part of this Policy be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the Parties, the remaining portions of the Agreement shall be unaffected, and the Parties shall enter negotiations to replace the affected provision.
10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed, the Contractor shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she may be reinstated.
11. The Contractor agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Contractor representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release by the employee, and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.
12. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Contractor rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.
13. The Contractor shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Policy.
14. This Policy shall constitute the only Policy in effect between the Parties concerning drug and alcohol abuse, prevention, and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the Parties.

SPECIMEN REPORTING CRITERIA

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

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

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

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

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

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

⁴ Methylenedioxyamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

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

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

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

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

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