

COMMUNITY WORKFORCE AGREEMENT
FOR
THE HIGH DESERT CORRIDOR PROJECT
BY AND BETWEEN
THE HIGH DESERT CORRIDOR JOINT POWERS AGENCY
AND
THE STATE BUILDING AND CONSTRUCTION TRADES COUNCIL OF CALIFORNIA
AND
LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL
AND
THE SAN BERNARDINO-RIVERSIDE BUILDING AND CONSTRUCTION TRADES
COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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COMMUNITY WORKFORCE AGREEMENT
HIGH DESERT CORRIDOR PROJECT

PREAMBLE

This Agreement is entered into this ____ day of April, 2024 by and between the High Desert Corridor Joint Powers Agency (“Agency”) and the signatory contractors and subcontractors for the construction of the High Desert Corridor Project (hereinafter General Contractor, contractors and subcontractors are collectively referred to as the “**Employers**”) and the State Building and Construction Trades Council of California, the Los Angeles/Orange Counties Building and Construction Trades Council, and the San Bernardino-Riverside Building and Construction Trades Council (collectively “**Council**”). The local councils and the labor unions affiliated with the Council, as well as those other construction craft unions signing this Agreement, shall be collectively referred to herein as the “**Unions**” and individually as “**Union**”. General Contractor and the Council are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

ARTICLE 1
PURPOSE

1.1. The purpose of this Agreement (sometimes referred to herein as “CWA”) is to ensure that all work on this Project shall proceed continuously and without interruption.

1.2. It is the objective of the Parties that the construction of this Project, as defined below, may be a benefit to the Agency, the Employers, the Unions, and the community, and it is recognized by all Parties that harmonious labor-management relations are the result of responsible conduct by the Unions and the Employers employing building trades people, and it is the Parties mutual desire to promote these relationships on this Project.

1.3. The Parties hereby agree and do establish and put into practice effective and binding methods for the settlement of all misunderstandings, disputes, or grievances that may arise so that the Parties are assured of complete continuity of operation, without slowdown or interruption of any kind or for any reason, and that labor-management peace is maintained for the life of this construction Project, except as provided in Section 7.4., below.

1.4. It is further the objective of the Parties that by entering into this Agreement, they avoid the tensions that might arise when union and non-union workers, performing jobsite work for the different Employers, work side by side on jobsite work to be covered under this Agreement.

1.5. General Contractor warrants that it is a contractor primarily engaged in the building and construction industry.

1.6. The parties agree that this Agreement is a valid Section 8(f) pre-hire agreement within the meaning of Section 8 [29 U.S.C. § 158(f)] of the National Labor Relations Act and shall not be deemed to create a Section 9(a) collective bargaining relationship.

1.7. It is understood that this Agreement supersedes any prior existing agreement covering work that is covered by this Agreement. This CWA will govern the relationship

among the General Contractor, Employers, Councils and Unions with respect to construction work to be performed in connection with Project Work defined below and for the duration as set forth herein.

1.8. The Councils and Unions agree that this Agreement will be made available to, and will fully apply to, any successful bidder (or its subcontractor(s) of any tier) for Project Work, as defined in Article 2 of this Agreement, who becomes signatory to a Letter of Assent, without regard to whether that successful bidder (or its subcontractor(s)) performs work at other sites on either a union or non-union basis and without regard to whether employees of such successful bidder (or subcontractor) are, or are not, members of any Unions.

1.9. This Agreement shall not apply to the parents, affiliates, subsidiaries, or other joint or sole ventures of the General Contractor or any of the parties that make up General Contractor or any Employer, which do not perform work at this Project. It is agreed that this Agreement does not have the effect of, and will not be claimed by the Councils or any Union(s) to have the effect of creating any joint employer, single employer or alter-ego status, that does not otherwise exist, between or among the Agency, or the member companies or parties thereto, the General Contractor, or the member companies or parties thereto, or any Employers, or any affiliate(s) of any of the foregoing entities.

ARTICLE 2 SCOPE AND DURATION OF AGREEMENT

2.1. This Agreement shall apply to all Project Work (as defined below) performed by the Employers in connection with the High Desert Corridor Project from Palmdale, California to Apple Valley, California being constructed for Owner by General Contractor, as more particularly described in Section 2.1.1 below (“**Project**”). This Agreement applies only to the Project Work described in this Agreement and shall have no force or effect on any other work or construction projects.

2.1.1. Subject to any exclusions set forth herein, this CWA shall apply only to “Project Work” defined as all construction work for the proposed multipurpose transportation route connecting Antelope Valley in Los Angeles County with Victor Valley in San Bernardino County (“Project”) with the first phase consisting of a 54-mile high-speed rail project between the two regions (“Project Site”) and funded by the voter-approved Los Angeles County Measure M Expenditure Plan, which is either self-performed by General Contractor or performed by an Employer pursuant to a contract bid and let by the General Contractor. Except as otherwise provided herein, this Agreement shall not apply to the work of any Employer(s) that is performed at any location other than the site of the Project Work.

2.1.2. Project Work is described generally as follows: all on-site construction, alteration, painting or repair of buildings, structures, rail systems, stations and other works and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), start-up, site preparation, survey work and soils and material inspection and testing, all on-site fabrication work provided such work is within the fabrication provision of a local master or national agreement of one of the Unions, demolition of existing structures, and all construction, demolition or improvements required to be performed as

a condition of approval by any public agency. This Agreement also covers all off-site work, including fabrication, traditionally performed by any of the Unions that is directly or indirectly part of the Project, provided such work is covered by a provision of a current local Master Agreement of the applicable Union(s) in effect at the time of the signing of this Agreement. On-site fabrication work includes work done for the Project in temporary yards or areas devoted exclusively to and for the Project, as well as those persons engaged in the offsite manufacture of precast girders and form work and provided such offsite manufacture of precast girders and formwork is performed at a facility or plant for such offsite manufacture that is devoted exclusively to and for the Project. On-site construction shall also include the site of any batch plant constructed exclusively and solely to supply materials to the Project.

2.2. This Agreement shall become effective upon all the following conditions being met: (i) the Agreement is approved, in writing, by the Agency; (ii) the Agreement is approved and signed by the Councils and participating Unions signing this Agreement, as set forth on the signature addendum for signatory Unions; and (iii) the issuance by the Agency of a Notice to Proceed for the Project Work. (the “Effective Date”).

2.3. It is understood and agreed by the Parties hereto that the final plan for the Project may be subject to design changes and modifications or may be revised as a result of the approval by those public agencies possessing lawful approval authority over the Project, and that this Agreement applies to the Project and Project Work as finally approved by such entities and agencies. It is further understood that nothing in this Agreement shall be construed as limiting the discretion of the Agency to terminate, delay, suspend, cancel or reduce Project Work, in whole or part, on this Project without recourse by the Councils or Unions.

2.4. The following work is excluded from the definition of Project Work under this Agreement and, as such, the following applicable persons are not subject to the provisions of this Agreement:

2.4.1. All employees of the Agency, design teams, or any consultants for the Agency and their subconsultants; non-construction support services contracted by the Agency or Contractor in connection with this Project; and work of non-manual employees, including, but not limited to, superintendent, supervisors, professional engineers and licensed professional engineers, commissioning engineers working on installed equipment, licensed architects, staff engineers, except as set forth below for Inspectors, timekeepers, mail carriers, clerks, office workers, messengers, guards, safety personnel, technicians, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, executive and management employees not covered by the local Master Labor Agreement (“**MLA**”) of one of the Unions. This Agreement shall include in the definition of Covered Work when covered by the MLA detailing work for HVAC and plumbing/pipefitting (e.g. 3D BIM modeling and mechanical computer aided drafted and/or hand detailing of shop and filed drawings used for fabrication and/or erection). This Agreement shall also include the classifications of Surveyor and Building/Construction Inspector and Field Soils and Material Testers (“**Inspectors**”) as covered crafts under this Agreement. This inclusion applies to the scope of work defined in the Master Labor Agreement for said crafts and shall also specifically include such work where it is referred to by utilization of such terms as “quality control” or “quality assurance.” Every surveyor and Inspector performing work under these classifications pursuant to a professional service agreement or a construction contract shall be bound to all applicable requirements of this

Agreement. Project Work as defined by this Agreement, shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

2.4.2. Any work performed on, near, or leading to the Project and undertaken by state, county, city or other governmental bodies, or their contractors; or by utilities or their contractors (for work for which is not within the scope of this Agreement).

2.4.3. All off-site maintenance of leased equipment and on-site supervision of such work owned or controlled by the Agency.

2.4.4. Work on the Project performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, after a good faith effort has been made to have a signatory Employer to this Agreement perform such work.

2.4.5. All off-site manufacturing, fabrication 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 locations on a Project site are within the scope of this Agreement. Off-site fabrication work, if set forth in a Union's MLA, shall be considered as Covered Work under this Agreement;

2.4.6. It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor certified by the manufacturer where the Unions are unable to perform such work or the warranty requires the work to be performed by the employees of the manufacturer or a contractor certified by the manufacturer. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Owner requires that the installation of such specialty or technical equipment or system be performed by the manufacturer's own personnel, then such installation may be performed by the manufacturer's own personnel. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the Owner requires that the installation of such specialty or technical equipment or system be performed by a contractor certified by the manufacturer, and there are no Union signatory contractors certified by the manufacturer to install and/or perform such work, then such installation may be performed by such certified contractor. The General Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel, or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative. This does not apply to construction equipment used for construction of the Project.

2.4.7. Off-site laboratory work for testing.

2.4.8. Commissioning, programming, validation, integration and diagnostic work of installed equipment for automated train controls including, but not limited to, traction, power, communication and integrated elements.

ARTICLE 3 MANAGEMENT RIGHTS

3.1. The Employers retains the full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement or an MLA. This includes, but is not limited to, the right to direct their working force, including the promotion, transfer, layoff of its employees or the discipline or discharge for just cause of its employees; the assignment and schedule of work, including establishing working hours and starting times; the promulgation of reasonable Project Work rules that are not inconsistent with this Agreement; and the requirement, timing, and number of employees to be utilized for overtime work. No rules, customs, or practices that limit or restrict productivity or efficiency of the individual shall be permitted or observed. As such, Practices, rules and customs not a part of the terms and conditions of this Agreement will not be recognized.

3.2. There shall be no limit on production by workmen or restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trades and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations. The Employers may utilize the most efficient methods or techniques of construction, tools or other labor-saving devices to accomplish the Project Work.

3.3. The Employers shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement and shall have the absolute right to hire, promote, suspend, discharge or lay-off employees at their discretion and to reject any applicant for employment.

3.4. Nothing in this Agreement shall be construed to limit the right of any of the Employers to select the lowest bidder such Employer deems qualified for the award of contracts or subcontracts or material or equipment purchase orders on the Project. The right of ultimate selection remains solely with the Employers, subject to Section 4.2 of this Agreement.

3.5. It is recognized that certain equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident.

3.6. The selection of craft forepersons and/or general forepersons and the number of craft persons and/or forepersons required shall be in the sole discretion of General Contractor and Employers.

3.7. Employees covered by this Agreement shall at all times be bound by the reasonable safety, security and visitor rules as established by the General Contractor and/or

Owner. Such rules will be posted in conspicuous places throughout Project Work sites. Any and all security measures and access cards as required by the Owner or General Contractor will be complied with by all Employers, Unions and employees.

ARTICLE 4 EFFECT OF OTHER AGREEMENTS

4.1. The provisions of this Agreement, including the Master Labor Agreements (“**MLAs**”) for the Unions representing the construction craft employees performing, or who shall perform, Project Work, as such may be changed from time-to-time and which are incorporated herein by reference, shall apply to the work covered by this Agreement. This Agreement is not intended to supersede the MLAs between any of the Employers performing construction work on the Project and a Union signatory thereto except to the extent the provisions of this Agreement are inconsistent with such MLAs, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of a Master Labor Agreement and not covered by this Agreement, the provisions of the Master Labor Agreement shall apply. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Any disputes concerning this Article shall be resolved under the procedures of Article 9 of this Agreement.

4.2. General Contractor will require all Employers who are awarded or are performing Project Work on the Project, to become signatory to this Agreement by signing the attached Letter of Assent and will not allow any such Employers to work unless they become signatory to this Agreement prior to beginning any Project Work. In addition to becoming signatory to this Agreement and except as provided in section 4.2.A below, Employers will also be or become party to the current Master Labor Agreement(s) with the Union(s) having traditional and customary building trades craft jurisdiction over the work and representing the employees employed or to become employed by such Employers, upon commencing Project Work, for this Project only.

4.3. By accepting the award of a construction contract or entering into a contract to perform any Project Work pursuant to a construction contract whether as a contractor or subcontractor, each Employer, of whatever tier, agrees to sign the Letter of Assent as shown in **Attachment A** and be bound by each and every provision of this Agreement. General Contractor shall not allow any Employer to commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the appropriate Council within five (5) days after the award of Project Work to that Employer.

4.4. This Agreement does not apply to employees or work of the Agency.

ARTICLE 5
UNION RECOGNITION, REFERRAL, STEWARDS

5.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

5.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with this Agreement and the MLAs. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay; 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.

5.3 Referral Procedures

5.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreements, 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 employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to encourage employment of local residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

5.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with others designated by the Agency, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of Los Angeles and San Bernardino Counties, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the Regents.

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

5.4 Employment of Local Residents

5.4.1 The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of qualified area residents, as well as other groups

identified in this paragraph, regardless of their place of residence, to fulfill the requirements of the Employers. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas (“Local Residents”), as well as Veterans and individuals who have successfully completed an apprenticeship readiness program utilizing Building Trades multi-craft core curriculum (MC3), regardless of where they reside. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers:

(i) First, Local Residents residing in those first tier zip codes which cover the Antelope Valley and High Desert Community of Victorville as set forth in Attachment C, as well as Veterans, and MC3 Graduates, regardless of where they reside;

(ii) If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from paragraph (i), above, the Unions will exert their best efforts to then recruit and identify for referral qualified workers residing within the remaining zip codes of Los Angeles and San Bernardino Counties, as set forth in Attachment C.

Qualified workers residing within any of these three (3) areas described above, as well as Veterans and MC3 Graduates, regardless of where they reside, shall be referred to as “Local Residents.”

5.4.2 A goal of 30% of all of the labor and craft positions shall be from Local Residents described in 5.4.1, above. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment B**. When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth above.

5.4.3 The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

5.5 Core Employees

5.5.1 Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of its core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 5.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision

applies only to Contractors who are not directly signatory to a current Master Labor Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

5.5.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior four (4) years.

5.5.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Community Workforce Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, and such other documentation) evidencing the core employee's qualification as a core employee to the Community Workforce Coordinator and the Council.

5.6 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications 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 Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

5.7 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 5.3 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 5.4.

5.8 Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 5.8 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

5.9 Individual Seniority: Except as provided in Section 5.14, 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 Master Labor Agreement as of the effective date of this Agreement shall be recognized for purposes of layoffs.

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

5.11 Skilled and Trained Workforce: Each Contractor performing work on a Covered Project that was procured by the Agency through an alternative project delivery methodology, as authorized by California Public Contract Code sections 21568 et seq. or sections 22170 et seq. is required to utilize a skilled and trained workforce, as defined in California Public Contract Code section 2602. The Parties shall utilize the grievance procedures set forth in Article 9 of this CWA to resolve any disputes regarding skilled and trained workforce requirements. To the maximum extent permissible under state law and regulation, Contractors and the Agency shall be relieved of reporting and enforcement obligations and systems described in California Public Contract Code sections 2602 and 2603, and Contractors' requirement to utilize a skilled and trained workforce shall instead be monitored and enforced by Parties through provisions of this CWA.

5.12. Authorized representatives of the Union(s) shall have access to the Project provided that they do not unduly interfere with the work of the craft employees and further provided that such representatives fully comply with established Project and Safety rules.

5.13. Each Union shall have the right to designate a working craft employee as steward for each Employer employing such craft on the Project and shall notify, in writing, the General Contractor and Employer of such designation. Such designated steward shall be a qualified workman assigned to a crew and shall perform the work of that craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform applicable union duties.

5.14 Steward Layoff/Discharge: The relevant 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 Master Labor Agreement, 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.

ARTICLE 6 HELMETS TO HARDHATS

6.1. 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 apprenticeship programs or hiring halls,

counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified local resident to provide the Unions with proof of their residency or status as an Eligible Veteran.

6.2 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.

ARTICLE 7 CONTINUITY OF THE WORK

7.1. The principal purpose of this Agreement is that it provides the Employers, Unions, and the Agency with the assurance that there will be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott, other work stoppage or other labor action of any kind for any reason for the duration of this Agreement. It is agreed, therefore, as follows:

7.2. During the existence of this Agreement, there shall be no strike, sympathy strike, picketing, slowdown, withholding of work, withholding of labor, refusal to work, walk-off, sit-down, stand-in, wobble, boycott, work stoppage, hand billing, or other labor action, concerted or otherwise, of any kind for any reason, and there shall be no lockout by the Employers. There shall be no disruptive activity, concerted or otherwise, or union employee activity that stops, disrupts or interferes with the Project Work or the free flow of traffic to or in the area of the Project. The Councils and Unions shall use their best efforts to comply with this Section and to provide for the uninterrupted construction and the free flow of traffic in the Project area and for the Project Work for the duration of this Agreement. The Employers may discharge any employee violating this Article 7 and any such employee will not be eligible thereafter for referral for work on the Project or as may be determined by an arbitrator. Such discharge shall be subject to the grievance and arbitration clause set forth in Article 10.

7.3. No picket lines or other actions of the type described in section 7.2 will be established at the Project by any of the Unions. The Unions agree that they will not sanction in any way any picket line, organized or endorsed and will affirmatively take all measures necessary to effectively induce its members to cross the picket line and report for work as scheduled and that responsible representatives of the Unions who are employed on the Project will also do so themselves. The failure of any employee covered by the terms and provisions of this Agreement to cross any picket line at the Project Site established by any organization is a violation of this Article.

7.4. Notwithstanding the provisions of Section 7.2, it is agreed that the particular Union involved retains the right to withhold the services of its members (but not a right to picket) from a particular Employer who fails to make timely payments to the Unions’ Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds in accordance with the provisions of that particular Employer’s current Master Labor Agreement with the particular

Union or who fails to timely pay its weekly payroll. However, prior to withholding its members' services on account of a failure to make timely payments to the Unions' Health & Welfare, Pension, Vacation and Holiday, Apprentice and Training, or Industry Funds, the Union involved will give ten (10) calendar days written notice of such failure to pay by registered or certified mail, return receipt requested, to the involved Employer and to General Contractor. Representatives of the parties to the dispute will meet within the following ten-day period to attempt to resolve the dispute.

7.5. It is specifically agreed that there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, withholding of labor, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, hand billing, or other labor action of any kind as a result of the expiration of any local, regional or other applicable labor agreement having application at the Project and/or failure of the parties to that agreement to reach a new contract. In the event that such a local, regional, or other applicable labor agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, work will continue on the Project on one of the following two bases, both of which will be offered by the Union(s) involved to and the Employers affected:

7.5.1. Each of the Union(s) with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Union(s) involved in such expiring contract(s) may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contract(s). Said interim agreement(s) would be superseded by any subsequently reached industry agreement(s) as of the date the industry agreement is reached. The terms of the Union's interim agreement offered to General Contractor and the Employers will be no less favorable than the terms offered by the Union to any other employer or group of employers covering commercial construction work in the same area; and

7.5.2. Each of the Union(s) with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Employer(s) affected by that contract agree to the following retroactivity provision: if a new local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Employer shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactivity period. All parties agree that such affected Employer shall be solely responsible for any retroactive payments to its employees and that neither General Contractor nor the Owner has any obligation, responsibility or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any other employer.

7.5.3. Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under section 7.5.1., above and other Employers may elect to continue to work on the Project under the retroactivity option offered under section

7.5.2., above. To decide between the two options, Employers will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Employer, in writing, its specific offer of terms of the interim agreement pursuant to section 7.5.1., above, whichever is the later date. If the Employer fails to timely select one of the two options, the Employer shall be deemed to have selected the option of section 7.5.2., above.

7.6. The General Contractor, Employers or Unions alleging a violation of Sections 7.1, 7.2, 7.3 or 7.5 may invoke and utilize the Expedited Arbitration procedure at Article 10.

ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

8.1. The assignment of work will be solely the responsibility of the Employer performing the work involved, and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “**Plan**”) or any successor Plan.

8.2. All jurisdictional disputes 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 procedure that may be adopted in the future by the North American Building Trades Unions. Decisions rendered shall be final, binding and conclusive on the Employers and Unions.

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

8.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, sympathy strike, picketing, lockout, slowdown, withholding of work, withholding of labor, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, hand billing, or other labor action of any nature and the Employer’s assignment shall be adhered to until the dispute is resolved. Pending the resolution of the dispute, the Project Work shall continue uninterrupted and as assigned by General Contractor or Employer. Individuals violating this section shall be subject to immediate discharge.

ARTICLE 9 GRIEVANCE AND ARBITRATION PROCEDURE

9.1. The Parties hereby agree that all disputes or grievances, including questions, disputes or claims arising out of, or involving the interpretation or application of this Agreement, between Employers and Unions, other than disputes arising from any strike, picketing, slowdown, lockout or other work stoppages of any kind under Article 7 or any trade jurisdictional disputes under Article 8, shall be handled in accordance with the following procedures:

9.2. Step 1. If there is a dispute or grievance involving one of the Employers, the business representative of the local union involved shall first attempt to settle the matter by oral discussion with the particular employer's project superintendent or project manager no later than ten (10) working days after the occurrence first giving rise to the dispute or grievance. If the matter is not resolved with the superintendent or project manager within ten (10) working days after the oral discussion with the superintendent or project manager, the dispute or grievance shall be reduced to writing by the grieving union and promptly provided to the subject Employer and General Contractor. Grievances and disputes settled at Step 1 are non-precedential except as to the specific Union, employee and Employer directly involved.

9.3. Step 2. If the matter is not resolved in step 1, above, the written grievance shall be given to the particular Employer involved, to the General Contractor and to the business representative of the local union involved no later than ten (10) working days after the oral discussion set forth above for Step 1, and the business representative of the local union involved shall refer the matter to his Business Manager. The Business Manager, or his designee, shall meet with responsible representative(s) of the particular Employer involved in the grievance, General Contractor and respective Council, who shall attempt to settle the matter. This shall be referred to as Step 2 of the Grievance and Arbitration Procedure.

9.4. In the event a dispute cannot be satisfactorily resolved within the time limits established above in Step 2, any of the Step 2 participating parties may submit the dispute to arbitration by written notice to the other party of their intent to submit the dispute to arbitration within ten (10) business days (or such longer time as mutually agreed) of the date on which the parties met for the Step 2 meeting. An arbitrator shall be selected by the parties to the grievance from the following list of permanent arbitrators: (1) Najeeb Khoury, (2) Sara Adler, (3) Andrea Dooley, (4) David Weinberg, and (5) Chris Cameron. The grieving party shall strike one of the arbitrators from the list, and the responding party shall strike the next arbitrator from the list, until one arbitrator is left, who shall hear the case. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

9.5. Procedures contained in Article 9 shall not be applicable to any alleged violation of Articles 7 or 8.

ARTICLE 10 EXPEDITED ARBITRATION

10.1. In lieu of, or in addition to, any other action at law or equity, which is also available, any party may institute the following procedure when a breach or violation of Sections 7.1, 7.2, 7.3, 7.5 or 8.3 is alleged:

10.2. The party invoking this procedure shall notify Najeeb Khoury who the parties agree shall be the permanent Arbitrator under this procedure. In the event that Najeeb Khoury is not available for a hearing within 24 hours, he shall appoint his alternate to hear the matter. Notice to

the Arbitrator shall be by the most expeditious means available, including telephone, with notice by e-mail, facsimile, overnight or telegram to the party alleged to be in violation.

10.3. Upon receipt of said notice, the Arbitrator named above, or his alternate, shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

10.4. All notices pursuant to this Article may be provided by telephone, hand delivery, or email, confirmed by overnight delivery, to the Arbitrator, General Contractor, Employer, Councils and Union involved. The hearing may be held on any day including Saturdays or Sundays. The hearing shall be completed in one session, which shall not exceed 8 hours duration (not more than 4 hours being allowed to either side to present their case and conduct their cross-examination) unless otherwise agreed. A failure of any Council, Union, Employer or General Contractor to attend the hearing shall not delay the hearing of evidence by those present or the issuance of an award by the Arbitrator. The Arbitrator shall notify the parties by telephone and facsimile of the place and time he has chosen for this hearing.

10.5. The sole issue at the hearing shall be whether or not a violation of Sections 7.1, 7.2, 7.3, 7.5 or 8.3 (or any of them) has in fact occurred and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, 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 an Opinion, one shall be issued within fifteen (15) days after it is requested, but its issuance shall not delay compliance with, or enforcement, of the Award. If the Arbitrator finds that a violation of Sections 7.1, 7.2, 7.3, 7.5 or 8.3 (or any of them) has occurred, then the Arbitrator in his written Award shall order cessation of the violation and a return to work and other appropriate relief, and such Award shall be served on all parties by email. The Award will be final and binding on all parties to this Agreement.

10.6. Such Award 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. Email notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 10.5 of this Article, all parties waive the right to hearing and agree that such proceedings may be ex parte with at least 24 hours' notice of the time and place of such proceeding. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

10.7. The fees and expenses of the Arbitrator shall be divided equally between the moving party or parties and the party or parties' respondent unless determined otherwise by the arbitrator.

10.8. The procedures contained in this Article shall be applicable to alleged violations of Sections 7.1, 7.2, 7.3, 7.5 or 8.3. Disputes alleging violation of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of Sections 7.1, 7.2, 7.3, 7.5 or 8.3, shall be resolved under the grievance adjudication procedures of Article 9.

ARTICLE 11
SAFETY

11.1. All Federal and State safety rules, regulations, orders, and decisions shall be binding upon the Employers, employees and Unions and shall be applied to all work covered by this Agreement.

11.2. It will not be a violation of this Agreement, when an Employer considers it necessary to shut down to avoid the possible loss of human life, or because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the Employer requests employees to stand by, the employees will be compensated for the “stand by time” provided their respective MLA or other labor agreement provides for the payment of “stand by time” in such circumstances.

11.3. The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms while performing work on the Project site are prohibited. The parties agree that all Employers will utilize the Council’s Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment D**. All Unions agree to comply with the requirements of the applicable program for the employees which they represent.

ARTICLE 12
GENERAL SAVING CLAUSE

12.1. It is not the intention of the Parties hereto to violate the laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in force and effect unless the part found to be illegal or void is wholly inseparable from the remaining portions of this Agreement.

12.2. Further, all Parties agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the Parties hereto.

ARTICLE 13
NON-DISCRIMINATION

13.1. The Unions represent that their respective Union hiring halls and referral systems are and will continue to be operated in a non-discriminatory manner and in full compliance with all applicable federal, state and local laws and regulations as applicable to the Project.

13.2. The General Contractor, Employers, Councils and Unions agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status, age or any other status protected by applicable law, in any manner prohibited by applicable law or regulations.

ARTICLE 14
PRE-JOB CONFERENCE

14.1. General Contractor will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work for each stage of the Project and shall notify the Council and all Employers of all tiers, who shall participate in such conferences, ten (10) days in advance of all such conferences. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. All work assignments shall be disclosed by all Employers at a pre-job conference. Should there be Project Work that was not discussed at the pre-job conference, or additional project work be added, the Employers performing such work will conduct a separate pre-job conference for such work. Any Union in disagreement with the proposed assignment shall notify the Employer of its position in writing within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Employer's proposed assignments, but prior to the commencement of any work, the Employer shall make final assignments in writing with copies to the Council and the involved Union.

ARTICLE 15
LABOR/MANAGEMENT COOPERATION

15.1 Joint Committee: The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the Regents and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

15.2 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 under Article 9 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of that Article. The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the Regents. 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 Agency should be notified of the meetings and invited to send a representative(s) to participate. The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of Regents residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

15.3 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 16
TRAVEL AND SUBSISTENCE

16.1. Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable MLA unless superseded by the applicable prevailing wage determination.

ARTICLE 17
PROJECT SUPPORT

17.1. The Councils and the Unions expressly acknowledge their support for the Project. The Unions and the Councils shall, upon request by the Agency or its representatives, provide active and public support for the Project, including but not limited to, submitting letters of support regarding the Project, encouraging its members to attend public hearings, and speaking in support of the Project at public hearings. The Unions and the Council shall not take any action, written or otherwise, in opposition to the Project.

ARTICLE 18
ENTIRE UNDERSTANDING

18.1. The Parties agree that the total results of their bargaining are embodied in this Agreement and neither party is required to render any performance not set forth in this Agreement, or to bargain during the term of this Agreement about any matters unless required to do so by the terms of this Agreement. This Agreement may be amended only by written agreement signed by the Parties. The use of the masculine or feminine gender in this Agreement shall be construed as including both genders.

ARTICLE 19
AMENDMENTS AND COUNTERPARTS

19.1 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.

19.2 This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument. Any signatures delivered by a party by electronic transmission shall be deemed an original signature hereto.

ARTICLE 20
WAGES AND BENEFITS

20.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this

Agreement, this Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from paying all wages set forth in such Agreements.

20.2 Benefits

20.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the Master Labor Agreements are required to make all contributions set forth in those Master Labor Agreements without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable Master Labor Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

20.2.2 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. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

20.2.3 Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator 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 Community Workforce Coordinator, the Community Workforce Coordinator 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 Regents or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

20.3 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.

20.4 Compliance with Prevailing Wage Laws: The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Section 2.4. All complaints regarding possible prevailing wage violations shall be referred to the Community Workforce Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

20.5 Withholding of services for failure to pay wages and fringe benefits: Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of

this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

20.5.1 fails to timely pay its weekly payroll; or

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

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

ARTICLE 21 APPRENTICES

21.1 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 near the Project Site, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The Agency, the Community Workforce Coordinator, other Agency consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

21.2 Use of Apprentices:

21.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

21.2.2 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 Agency shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

21.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman 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.

21.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

ARTICLE 22
DURATION OF THE AGREEMENT

22.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for the duration of the Project until the completion of all Project Work.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year first above written.

High Desert Corridor Joint Powers Agency



Kathryn Barger
Chair, Board of Directors, HDC JPA

Approved as to Form:



Arthur V. Sohikian
Executive Director, HDC JPA



Laura Jacobson
HDC JPA County Counsel

CALIFORNIA STATE BUILDING AND
CONSTRUCTION TRADES COUNCIL
OF CALIFORNIA

Dated:

Chris Hannan, President

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION TRADES
COUNCIL

Dated: _____

By: _____
Ernesto Medrano, Executive Secretary

SAN BERNARDINO-RIVERSIDE
BUILDING AND CONSTRUCTION
TRADES COUNCIL

Dated: _____

By: _____
Slaughter Bradley, Executive Secretary-
Business Manager

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES
COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 600) _____
- Electricians (Local 11) _____
- Elevator Constructors (Local 18) _____
- Gunite Workers (Local 345) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- District Council of Laborers _____
- Laborers (Local 300) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 _____
- Pipe Trades (Local 250) _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Plumbers Local 761) _____
- Pipe Trades (Road Sprinkler Fitters Local 669) _____
- Plasterers (Local 200) _____
- Plaster Tenders Local (1414) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 105) _____
- Sprinkler Fitters Local 709 _____
- Teamsters (Local 986) _____
- Western States Regional Council of
Carpenters _____

SAN BERNARDINO-RIVERSIDE BUILDING AND CONSTRUCTION TRADES COUNCIL
CRAFT UNIONS AND DISTRICT COUNCILS

- Asbestos Heat & Frost Insulators (Local 5) _____
- Boilermakers (Local 92) _____
- Bricklayers & Allied Craftworkers (Local 4) _____
- Cement Masons (Local 500) _____
- Electricians (Local 477) _____
- Elevator Constructors (Local 18) _____
- Gunitite Workers (Local 345) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- District Council of Laborers _____
- Laborers (Local 1184) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Operating Engineers (Local 12) _____
- Painters & Allied Trades DC 36 _____
- Pipe Trades (Local 250) _____
- Pipe Trades (Local 345) _____
- Pipe Trades (Plumbers Local 364) _____
- Pipe Trades (Sprinkler Fitters Local 709) _____
- Plasterers (Local 200) _____
- Plaster Tenders (Local 1414) _____
- Roofers & Waterproofers (Local 220) _____
- Sheet Metal Workers (Local 105) _____
- Teamsters (Local 166) _____
- Western States Regional Council of Carpenters _____

ATTACHMENT A
LETTER OF ASSENT

To be signed by all Employers awarded Project Work

[Employer's Letterhead]

HIGH DESERT CORRIDOR JOINT POWERS AGENCY
611 Wilshire Blvd, 9th Floor
Los Angeles, CA 90017
Attn:

Re:Community Workforce Agreement for the High Desert Corridor Project - Letter of Assent

To whom it may concern:

This is to confirm that [name of company] agrees to be party to and bound by Community Workforce Agreement for all work to be performed on the High Desert Corridor Project, effective April _____, 2024, 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 and this Company shall require all of its contractors and 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

Contractor's State License No:

[Copies of this letter must be submitted to the Council per Section 4.3]

ATTACHMENT B

**HIGH DESERT CORRIDOR
CRAFT REQUEST FORM**

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The High Desert Corridor Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which encompass the Antelope Valley and Victorville, and second, the remainder of the zip codes for the Counties of Los Angeles and San Bernardino. For dispatch purposes, employees described herein shall be referred to as “Local Residents.”

TO THE UNION: Please complete the “Union Use Only” section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (____) **Date:** _____

Cc: CWA Administrator

From: Company: _____ **Issued By:** _____

Contact Phone :(____)

Contact Fax: (____)

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident, or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED _____ = _____					

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

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions:

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT C

Zip Codes

First Tier

Antelope Valley and Victorville

90010	93532	93534
93535	93536	93539
93550	93551	93552
93584	93586	93591
93543	93560	93501
93502	93519	93561
93581	91390	93510
92301	92368	92392
92393	92394	92395

Second Tier

Remaining zip codes for LA and San Bernardino Counties

92336	91710	92880
92376	91730	92407
91709	91761	92346
92404	92324	91764
91786	91762	92399
92374	92410	91739
92308	92307	92405
91701	91763	91784
92337	92311	86406
92373	93555	91737
92316	92411	92344
92284	92371	92314
92277	92377	92252
92354	92887	92356
92408	92313	92342
91708	92364	92315
92359	92365	92397
91798	92325	92382
92372	92352	89019
92363	92285	92401
92256	93516	92242
93562	92391	92350
92322	92415	92317
92310	92305	92385
92347	92321	92358
92341	92386	92333
92335	92345	92378

92304	92414	92334
92412	92338	92366
93528	92309	92406
92286	92329	92418
92323	92357	91758
92340	92375	92331
92369	92403	91331
92402	92423	90250
92413	91743	91342
92427	91729	90706
91785	90650	90255
90011	90201	90026
90044	90280	90037
90805	91335	91343
91744	90003	90660
91706	90631	90004
91766	90262	91732
91402	90731	90813
90022	90640	90002
90001	91702	91801
90019	90042	90047
91770	90066	90063
90006	91406	91767
90744	91344	90638
90745	91304	90065
91745	90221	90033
91405	91605	90027
90723	90018	90032
90034	90046	90025
90703	90220	90503
91306	90057	91765
90023	91352	90007
91789	91790	90815
92821	90242	90278
90247	90043	91016
91367	90016	91387
90241	91748	90604
91733	91311	90301
90024	90059	90802
90806	90275	91776
90501	91606	90012
90605	90810	91711
91401	90808	91205
91350	91321	91325
90045	92327	91601
91355	92398	90062
92332	92318	91722
91759	92326	91754
92339	92424	90008
92268	92278	91107
92267	92312	90601

90807	90606	91214
91351	91607	91724
91423	91604	90803
91206	91324	91303
91792	90005	90061
91731	91356	91354
90028	90041	91316
91803	90302	90039
90713	91746	90405
90710	90038	91740
90304	90017	91755
91010	91741	90035
91030	91302	91042
91103	91364	91504
90064	90249	90291
90746	91301	90270
90274	91307	90240
90015	91384	91403
90602	91411	90185
90303	91775	90404
90292	91106	90403
90717	90272	91040
91011	91202	90068
90069	90715	90732
90603	91101	90455
90670	91497	91602
90254	90048	91388
90265	90210	90502
90814	90174	91506
91501	91203	91361
91345	91204	91723
90245	91381	90701
90097	90232	91436
91841	90313	91502
91208	90248	91105
90716	90305	91108
90013	90293	91207
90755	90040	90402
90505	90804	90398
90036	90031	90659
91104	90277	90102
91001	90020	90077
90266	90049	91312
91326	91780	90888
90260	91340	91175
91006	90222	90290
91768	90230	91131
91773	90504	92397
91750	91007	93553
91791	90712	90071
90029	91505	91008

91759	91797	90834
90840	90835	90747
90831	90510	91383
91795	90009	93590
90103	90263	90050
90899	90233	90054
93599	90030	90060
90844	90051	90295
91409	90055	90307
90052	90072	90308
90053	90296	90312
90070	90309	90407
90294	90310	90411
90306	90408	90508
90311	90409	90608
90406	90509	90639
90410	90609	90662
90507	90637	90702
90607	90651	90714
90610	90671	90749
90652	90711	90809
90661	90734	90842
90707	90801	90853
90733	90832	90074
90748	90846	90078
90833	90895	90082
90847	90075	90083
90848	90079	90088
90076	90084	90096
90080	90086	90209
90081	90091	90223
90087	90189	90224
90093	90213	90251
90099	90212	90267
90202	91799	91012
91024	91399	91021
90397	90094	91041
90665	90211	91046
90401	91187	91109
90056	91020	91116
90014	90612	91117
90095	90058	91125
91191	90704	91126
90021	90089	91185
91186	90067	91221
93544	91330	91735
93243	90822	91756
91210	93563	91772
90506	90090	91793
91608	91188	91899
90073	90101	91226

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ATTACHMENT D

BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

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

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

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

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

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug 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 testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens.

A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to 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 Employer 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. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

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 Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

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 pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

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

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable

Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

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

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

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

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

b. Jobsite testing cannot commence sooner than 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 a 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.

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

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

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

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

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. 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 Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

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

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

⁴ Methylenedioxymethamphetamine (MDMA)

⁵ Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

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

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