



**SANTA CLARITA VALLEY WATER AGENCY
REGULAR BOARD MEETING AGENDA
27234 BOUQUET CANYON ROAD
SANTA CLARITA, CA 91350
RIO VISTA WATER TREATMENT PLANT BOARDROOM
TUESDAY, SEPTEMBER 18, 2018 AT 6:30 PM**

6:00 PM DISCOVERY ROOM OPEN TO PUBLIC

Dinner for Directors and staff in the Discovery Room
There will be no discussion of Agency business taking place prior to the
Call to Order at 6:30 PM.

OPEN SESSION BEGINS AT 6:30 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC COMMENTS – Members of the public may comment as to items not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so now or prior to each item as they arise. Please complete and return a comment request form to the Agency Board Secretary. (Comments may, at the discretion of the Board's presiding officer, be limited to three minutes for each speaker.) Members of the public wishing to comment on items covered in Closed Session before they are considered by the Board must request to make comment at the commencement of the meeting at 6:30 PM.

4. APPROVAL OF THE AGENDA

5. CONSENT CALENDAR

PAGE

5.1. *	Approve Minutes of the SCV Water September 4, 2018 Regular Board of Directors Meeting	3
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6. ACTION ITEMS FOR APPROVAL

PAGE

6.1. *	Authorize the General Manager to Execute a Pilot Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council	9
6.2. *	Approve a Change Order to the Contract with GSE Construction Company, Inc., for the Foothill Feeder Connection Project	55
6.3. *	Report and Recommendation for the Agency's Director Health Reimbursement Accounts	61

7. **GENERAL MANAGER’S REPORT ON ACTIVITIES, PROJECTS AND PROGRAMS**

8. **COMMITTEE MEETING RECAP REPORT FOR INFORMATIONAL PURPOSES ONLY** **PAGE**

8.1.*	September 6, 2018 Engineering and Operations Committee Meeting Report	63
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9. **PRESIDENT’S REPORT**

10. **AB 1234 WRITTEN AND VERBAL REPORTS** **PAGE**

10.1.	AB 1234 Reports	
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11. **DIRECTORS REPORT**

12. **DIRECTORS REQUEST FOR APPROVAL TO ATTEND UPCOMING CONFERENCES/EVENTS**

13. **REQUEST FOR FUTURE AGENDA ITEMS**

14. **ADJOURNMENT**

- * Indicates Attachment
- ◆ Indicates Handout

Note: The Board reserves the right to discuss or take action or both on all of the above agenda items.

NOTICES

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 297-1600, or writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency’s Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on September 12, 2018.

MGS

DRAFT

ITEM NO.
5.1

Minutes of the Regular Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – September 4, 2018

A regular meeting of the Board of Directors of the Santa Clarita Valley Water Agency was held at the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, at 6:30 PM on Tuesday, September 4, 2018. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes.

DIRECTORS PRESENT: Directors B. J. Atkins, Tom Campbell, Ed Colley, Kathy Colley, William Cooper, Robert DiPrimio, Dean Efstathiou, Jerry Gladbach, Maria Gutzeit, R. J. Kelly, Gary Martin, Dan Mortensen and Lynne Plambeck were in attendance.

DIRECTORS ABSENT: Jacque McMillan.

Also present: Matthew Stone, General Manager; Joe Byrne and Tom Bunn, General Counsel; April Jacobs, Board Secretary; Keith Abercrombie, Chief Operating Officer; Mark Passamani, Safety Officer; Jon Wallace, Safety Specialist I; Steve Cole, Assistant General Manager; Brian Folsom, Chief Engineer; Jason Yim, Principal Engineer; Jim Leserman, Senior Engineer; Elizabeth Sobczak, Associate Engineer; Rochelle Patterson, Director of Administration Services; Ari Mantis, H/R Risk Management Supervisor; Beverly Johnson, Director of Finance; Mike Alvord, Director of Operations and Maintenance; Dirk Marks, Director of Water Resources; Sarah Fleury, Associate Water Resources Planner; Kathie Martin, Public Information Officer; Jeff Herbert, Senior IT Technician; and members of the public.

President Cooper called the meeting to order at 6:32 PM. A quorum was present.

Upon motion of Director Gladbach, seconded by Director DiPrimio and carried, the Agenda was approved by the following voice votes (Item 4):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

Upon motion of Director Mortensen, seconded by Director Atkins and carried, the Board approved the Consent Calendar by the following voice votes (Item 5):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

Upon motion of Director Efstathiou, seconded by Director Martin and carried, the Board (1) approved Resolution No. SCV-52 awarding funding in an amount not to exceed \$3,393,198 for construction costs and an amount not to exceed \$234,300 for construction management and miscellaneous costs to The Newhall Land and Farming Company, LLC, and authorized the General Manager to execute construction change orders up to ten percent (10%) of the original construction contract, and (2) authorized the General Manager to execute a work authorization with Kennedy/Jenks Consultants for an amount not to exceed \$285,000 for inspection services during construction of the Magic Mountain Pipeline Phase 4 Project by the following voice votes (Item 6.1):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	No

RESOLUTION NO. SCV-52

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY APPROVING THE FUNDING FOR CONSTRUCTION CONTRACT AND CONSTRUCTION MANAGEMENT TO THE NEWHALL LAND AND FARMING COMPANY, LLC, FOR THE MAGIC MOUNTAIN PIPELINE PHASE 4 PROJECT

WHEREAS, Santa Clarita Valley Water Agency (SCVWA) desires to take steps to increase the reliability of its existing water system; and

WHEREAS, SCVWA's Capital Improvement Program includes new pipelines to extend the Agency's existing Magic Mountain Pipeline to the future Magic Mountain Reservoir, located in The Newhall Land and Farming Company, LLC, (Newhall Land)'s Mission Village project; and

WHEREAS, Newhall Land is constructing the Mission Village project, and would like to install/construct SCVWA's new pipelines in three phases, Magic Mountain Pipeline Phases 4-6, as part of Newhall Land's road improvements, subject to SCVWA's reimbursement; and

WHEREAS, any agreement with Newhall Land regarding the Mission Village project is independent of SCVWA's pre-existing plans to construct the pipeline as part of SCVWA's Capital Improvement Program to ensure a reliable supply of water; and

WHEREAS, CLWA, as a CEQA Responsible Agency, filed the Notice of Determination with the Los Angeles County Clerk's Office and the State Clearinghouse on February 24, 2015 and there are no substantial changes to the project, and no further CEQA documentation is necessary for the Board to act with regards to the proposed actions; and

WHEREAS, the General Manager executed the Magic Mountain Water Pipeline Installation Agreement with Newhall Land for the construction of the Magic Mountain Pipeline Phases 4-6 on August 1, 2018; and

WHEREAS, all bid proposals submitted to the Newhall Land, pursuant to the Magic Mountain Water Pipeline Installation Agreement, and the Agency's construction contract documents, as amended by Addenda, were received by Newhall Land on Wednesday, July 11, 2018 by 5:00 p.m., in full accordance with the law and the Newhall Land and Farming Company's customary procedures; and

WHEREAS, the Board of Directors finds, after considering the opinion of staff, that the total bid of Toro Enterprises Inc. in the amount of \$3,084,725 is the lowest responsible bid of two bids submitted, and that said bid substantially meets the requirements of said construction contract documents as amended by Addenda; and

WHEREAS, it is in the Agency's best interest that the Board of Directors authorize an additional ten percent construction budget for design changes since the bid opening in an amount not to exceed \$308,473; and

WHEREAS, the Agency's Purchasing Policy allows the General Manager to approve change orders up to four percent (4%) of the original contract amount and the Board of Directors may grant a different change authority on a project-specific basis; and

WHEREAS, it is in the Agency's best interest that the Board of Directors change the General Manger's Change Order Authority for this project from four percent (4%) to ten percent (10%).

WHEREAS, under the terms of the Magic Mountain Water Pipeline Installation Agreement, Newhall Land will perform the construction management and miscellaneous construction support services for this project in an amount not to exceed \$234,300.

NOW, THEREFORE, BE IT RESOLVED that the Agency's Board of Directors does authorize its General Manager to accept said low bid and does thereafter authorize the Agency's General Manager or its Chief Engineer to approve the funding to Newhall Land for a reimbursement to Toro Enterprises Inc., hereby found to be the "lowest responsible bidder" for the Magic Mountain Pipeline Phase 4 Project pursuant to said Agency's construction contract documents as amended by Addenda and an additional ten percent (10%) construction budget for a total construction budget not to exceed \$3,393,198.

RESOLVED FURTHER that the Agency's Board of Directors does authorize its General Manager or its Chief Engineer to approve change orders up to a ten percent (10%) of the original construction contract amount for the Magic Mountain Pipeline Phase 4 Project.

RESOLVED FURTHER that the Agency's Board of Directors does authorize its General Manager or its Chief Engineer to approve the funding to Newhall Land for construction management and miscellaneous construction support services for the Magic Mountain Pipeline Phase 4 Project pursuant to the Magic Mountain Water Pipeline Installation Agreement in an amount not to exceed \$234,300.

Upon motion of Director Campbell, seconded by Director Atkins and carried, the Board selected Option 4 changing the Agency's contribution to 90% of the PERS Care rates and Resolution

No.SCV-53 adjusting the employer's contribution for PERS medical insurance by the following voice votes (Item 6.2):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	No	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

RESOLUTION NO. SCV-53

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CLARITA VALLEY WATER AGENCY
ADJUSTING EMPLOYER'S CONTRIBUTION UNDER THE
PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
EFFECTIVE JANUARY 1, 2019**

WHEREAS, Government Code Section 22892(a) provides that a local agency contracting under the Public Employees' Medical and Hospital Care Act shall adjust the amount of the employer's contribution at an amount not less than the amount required under Section 22892(b)(1) of the Act; and

WHEREAS, Santa Clarita Valley Water Agency hereinafter referred to as Special District is a contracting agency under the Act for participation by members of the Board of Directors (medical group 700).

NOW, THEREFORE BE IT RESOLVED, that the employer's contribution for each employee or annuitant shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan, up to a maximum of 90% of the PERS Care rates, plus administrative fees and Contingency Reserve Fund Assessments; and

BE IT FURTHER RESOLVED, that Santa Clarita Valley Water Agency has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

By motion of Director Plambeck, seconded by Director Gladbach and carried, the Board approved (1) the job descriptions/positions and salary ranges for the Chief Financial and Administrative Officer and the Director of Finance and Administration and (2) the updated salary schedule by the following voice votes (Item 6.3):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent

Director Mortensen Yes Director Plambeck Yes

Safety Officer Mark Passamani and Safety Specialist I Jon Wallace gave a Quarterly Safety Presentation to the Board (Item 7):

Associate Water Resources Planner Sarah Fleury gave a presentation on the status of water banking programs (Item 8).

AB 1234 Reports (Item 13):

Written reports were submitted by Directors Atkins, DiPrimio, Efstathiou, Gladbach and McMillan.

Director DiPrimio reported that the Compensation and Reimbursement Policy Ad Hoc Committee met on August 30, 2018.

Director Kelly reported that he participated in a conference call with the ACWA Budget Committee on August 14, 2018 and the ACWA Finance Committee on August 14, 2018.

There were no Director requests for approval to attend any upcoming conferences or events (Item 15).

Upon motion of Director Kelly, seconded by Director Mortensen and carried, the meeting was adjourned at 9:06 PM by the following voice votes (Item 17):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

April Jacobs, Board Secretary

ATTEST:

President of the Board

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BOARD MEMORANDUM

DATE: September 7, 2018

TO: Board of Directors

FROM: Brian J. Folsom, P.E. *BJF*
Chief Engineer

SUBJECT: Authorize the General Manager to Execute a Pilot Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council

SUMMARY

The Santa Clarita Valley Water Agency's (SCV Water) enabling legislation (SB 634) includes provisions for awarding contracts for certain capital facilities construction projects provided that SCV Water has entered into a Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council. Staff is recommending that the Board of Directors authorize the General Manager to execute a pilot Community Workforce Agreement.

DISCUSSION

As a pilot program, SB 634 authorizes SCV Water to award contracts for recycled water program capital facilities construction projects over \$500,000 using the design-build contracting process or using construction manager at-risk contracts if, on or before September 30, 2018, SCV Water has entered into a Community Workforce Agreement with the Los Angeles/Orange Counties Building and Trades Council.

In accordance with SB 634, the pilot Community Workforce Agreement (draft attached) includes the following:

1. Provisions to encourage local workforce participation from within the Santa Clarita Valley and surrounding communities.
2. Provisions that support hiring opportunities for local military service veterans.
3. An initial term of five years with additional five year terms upon approval of the Board of Directors.
4. Complies with Section 2500 of the Public Contract Code.

In addition to the use of the Community Workforce Agreement for design-build and construction manager at-risk contracts and in light of the local hire and veterans hire provisions and in an effort to determine the effectiveness of the Community Workforce Agreement approach during the initial five year pilot period, SCV Water may also consider utilizing the Community Workforce Agreement for construction contracts for recycled water projects greater than \$500,000 which use the traditional design-bid-build process.

On September 6, 2018, the Engineering and Operations Committee considered staff's recommendation to authorize the General Manager to execute a Pilot Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to execute a pilot Community Workforce Agreement with the Los Angeles/Orange Counties Building and Trades Council in a form approved by legal counsel

BJF

Attachment

M65

COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
THE SANTA CLARITA VALLEY WATER AGENCY
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

TABLE OF CONTENTS		Page
ARTICLE 1	DEFINITIONS	3
ARTICLE 2	SCOPE OF THE AGREEMENT	5
ARTICLE 3	UNION RECOGNITION AND EMPLOYMENT	8
ARTICLE 4	UNION ACCESS AND STEWARDS	12
ARTICLE 5	WAGES AND BENEFITS	13
ARTICLE 6	HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS	14
ARTICLE 7	WORK STOPPAGES AND LOCKOUTS	16
ARTICLE 8	WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES	20
ARTICLE 9	MANAGEMENT RIGHTS	21
ARTICLE 10	SETTLEMENT OF GRIEVANCES AND DISPUTES	23
ARTICLE 11	REGULATORY COMPLIANCE	25
ARTICLE 12	SAFETY AND PROTECTION OF PERSON AND PROPERTY	25
ARTICLE 13	TRAVEL AND SUBSISTENCE	26
ARTICLE 14	APPRENTICES	26
ARTICLE 15	WORKING CONDITIONS	27
ARTICLE 16	PRE-JOB CONFERENCES	28
ARTICLE 17	LABOR/MANAGEMENT COOPERATION	28
ARTICLE 18	SAVINGS AND SEPARABILITY	29
ARTICLE 19	WAIVER	29
ARTICLE 20	AMENDMENTS	29
ARTICLE 21	DURATION OF THE AGREEMENT	30
ATTACHMENT A	– LETTER OF ASSENT	33
ATTACHMENT B	– ZIP CODES	34
ATTACHMENT C	– CRAFT REQUEST FORM	39
ATTACHMENT D	– SUBSTANCE ABUSE POLICY	41

SANTA CLARITA VALLEY WATER AGENCY
RECYCLED WATER PROGRAM CAPITAL FACILITIES
COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (“Agreement”) is entered into effective as of [REDACTED], 2018 by and between the Santa Clarita Valley Water Agency (“Agency”), a water agency established by the Santa Clarita Valley Water Agency Act, Senate Bill 634 (Wilk, 2018) (the “Act”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the labor relations policies and procedures for the Agency, the Contractors awarded contracts for Project Work and for the crafts persons employed by the Contractors and represented by the Unions engaged in the Project Work as more fully described below. The Agency, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

Section 31 of the Act establishes a “pilot program” whereby the Agency may utilize the design-build or construction manager at-risk methods of procuring work on recycled water program capital improvement projects over \$500,000, provided that the Agency and the Council enter into a community workforce agreement applicable to such projects by September 30, 2018. The intent of this Agreement is to implement Section 31 of the Act, including but not limited to the requirements to (1) include provisions to encourage local participation in contracts from within the Santa Clarita Valley and surrounding communities to provide work opportunities within the local community workforce and (2) to include provisions that support hiring opportunities for local military service veterans.

It is understood by the Parties to this Agreement that for the duration of this Agreement, it shall be the policy of the Agency for all Project Work (as defined in Section 1.11.) to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “Attachment A”), and to require each of its subcontractors, of whatever tier, to become so bound. The Agency shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the Agency.

It is further understood that the Agency shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties, the Contractors and crafts persons working under it, and the residents of the Agency. The Agency shall therefore designate a “CWA Administrator,” either from its own staff or an independent contractor, to serve as the Agency’s liaison for Contractors and other persons; monitor compliance with this Agreement; assist, as the authorized representative of the Agency, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

ARTICLE 1
DEFINITIONS

Section 1.1 “Agency” means the Santa Clarita Valley Water Agency.

Section 1.2 “Agreement” or “CWA” means this Community Workforce Agreement.

Section 1.3 “Apprentice” means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.4 “Board of Directors” means the Agency’s governing board.

Section 1.5 “Construction Contract” or “Construction Contracts” means any contract entered into by the Agency, for the construction of Project Work as specified in Section 1.11.

Section 1.6 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the Agency or any of its contractors or any of the Agency's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the Agency and which incorporate this Agreement.

Section 1.7 “CWA Administrator” means the Agency’s authorized representative – whether an employee or independent contractor – who will (1) be the liaison between the Agency, Contractors, and the Unions; (2) respond to inquiries about the CWA; (2) be charged with monitoring compliance with the CWA and developing and implementing programs set forth in the CWA including but not limited to grievance procedures.

Section 1.8 “Joint Labor/Management Apprenticeship Program” means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.9 “Letter of Assent” means the document that each Contractor (of any tier) must sign and submit to the Agency before beginning any Project Work, which formally binds such Contractor(s) to adherence to all the forms, requirements and conditions of this Agreement in the form attached hereto as “**Attachment A.**”

Section 1.10 “Master Labor Agreements” means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.11 “Project”, “Project Work” or “Agency Project” means a project involving construction of a capital facility or capital facilities for the Agency’s recycled water program, in excess of \$500,000, using the design-build contracting process or construction manager at-risk contracts in accordance with the pilot program established in Section 31 of the Act. The terms

shall also refer to any other recycled water capital facility project where SCVWA requires, in its discretion, that the project shall be considered a “Project,” “Project Work,” or an “Agency Project” subject to this Agreement.

Section 1.12 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the Master Labor Agreements.

Section 1.13 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 Scope This Agreement shall apply to all of the Agency’s Project Work, as defined in Section 1.11, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the Agency’s facilities which, jointly, constitute the Project, and have been designated by the Agency for construction or rehabilitation. The Agency may, at any time and at its sole discretion, determine to build additional buildings, facilities, and other projects under this Agreement which are not otherwise covered as Project Work.

2.1.1 This Agreement is not intended to, and shall not apply to any work performed at any time prior to the effective date, or after the expiration or termination of this Agreement, except as otherwise provided herein. This Agreement shall in no way limit the Agency’s right to terminate, modify or rescind any construction contract and/or any related subcontract or agreement. Should the Agency remove or terminate any contract or agreement for construction that does not fall within the scope of this Agreement and thereafter authorize that work be commenced on any contract for such construction, the contract for construction shall be performed under the terms of this Agreement.

Section 2.2 Bundling of Contracts The Agency, in its sole discretion, may seek to group (or “bundle”) for bidding, contracts not meeting the threshold of Section 1.11 above. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

Section 2.3 Applicability This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.4 Exclusions Items specifically excluded from the scope of this Agreement include the following:

2.4.1 Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors (except those covered by Master Labor Agreements above the level of general foreman); staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, executive, administrative, supervisory and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the Agency;

2.4.3 All off-site manufacture and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project, and the movement of materials or goods between such locations and a Project site are within the scope of this Agreement;

2.4.4 All work performed by Agency employees, the CWA Administrator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the Agency (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract shall be bound to all applicable requirements of the Project Labor Agreement (PLA). Covered Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.4.5 Any work performed near, or leading to a site of work covered by this Agreement and undertaken by state, county or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by adjacent third party landowners; and/or by the Agency or its Contractors (for work which is not within the scope of this Agreement);

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.7 Work by employees of a manufacturer or vendor supervising the work of Craft employees under this Agreement, necessary to maintain such manufacturer's or vendor's warranties or guaranty;

2.4.8 Non-construction support services contracted by the Agency, Agency consultants, the CWA Administrator, or Contractor in connection with a Project;

2.4.9 Laboratory work for testing.

2.4.10 Coverage Exception This Agreement shall not apply if the Agency receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the Agency not require, bidders, contractors, or other persons or entities to enter into an agreement with one or more labor organizations. The Agency agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.5 Awarding of Contracts for Project Work

2.5.1 The Agency and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing, and able to execute and comply with this Agreement should such Contractor be awarded work covered by this Agreement.

2.5.2 It is agreed that all Contractors of whatever tier, who have been awarded Project Work contracts, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in “**Attachment A**” hereto, prior to the commencement of any Project Work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the CWA Administrator and to the Council before the commencement of Project Work.

Section 2.6 Master Labor Agreements

2.6.1 The provisions of this Agreement, including the Master Labor Agreements as such may be changed from time-to-time and which also are incorporated herein by reference, shall apply to Project Work. This Agreement is not intended to supersede such Master Labor Agreements 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 Master Labor Agreements, 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 Article 9 dealing with Strikes, 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 in conflict with the provisions of 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 dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

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

Section 2.7 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party not performing Project Work.

Section 2.8 Other Agency Work Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by Agency employees or contracted for by the Agency for its own account, on its property or in and around a Project site.

Section 2.9 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the Agency or CWA Administrator and/or any Contractor.

Section 2.10 Completed Project Work As areas of Project Work are accepted by the Agency, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the Agency or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the Agency under the original contract.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the Unions as the sole and exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on the Projects. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreement, 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 consider the goals of the Agency to encourage employment of Agency residents on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the CWA Administrator and 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 the Agency, for entrance into joint labor/management apprenticeship programs, or to participate 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 Agency.

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

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

Section 3.5 Employment of Agency Residents, Veterans, and Local Small Businesses

3.5.1 The Unions and Contractors 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 skilled craft “Local Residents” as defined herein, as well as Veterans, to fulfill the requirements of the Employers. In recognition of the fact that the Agency and 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, as well as Veterans, for Project Work. Towards that end, the Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans, regardless of where they reside, and qualified area residents residing: first, in those first tier U. S. Postal Service zip codes which overlap all of the Santa Clarita Valley Water Agency, as set forth in “**Attachment B**” attached hereto who are also Veterans, second, in those first tier U. S. Postal Service zip codes which overlap all of the Santa Clarita Valley Water Agency, as set forth in “**Attachment B**” attached hereto, and third, area residents residing within 50 miles of the zip codes set forth in “Attachment B.”

3.5.2 The Unions agree to support the operation of pre-apprentice referral programs in the Agency. Further, the Unions agree to place on their referral roles or in their apprentice training programs, as appropriate and needed, qualified persons sent to them by designated Agency organizations or other organizations working with the Agency to increase construction industry work opportunities for Agency residents.

3.5.3 The Projects will provide for many opportunities for local and small business enterprises to participate as contractors, subcontractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the Agency, the CWA Administrator, and other organizations retained by the Agency for the purpose of encouraging and assisting the participation of local and small businesses in Project Work. Each Party agrees that it shall employ demonstrable efforts to encourage utilization of local small businesses, including, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through local programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Projects through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of local and small businesses and residents.

Section 3.6 Requirements on Contractors To facilitate the dispatch of Local Residents and Veterans, 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 Covered Project, a sample of which is attached as “**Attachment C.**” When Local Residents and Veterans are requested by the Employers, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Contractors 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 Contractors and Unions agree to utilize the services of non-profit Veterans support organizations, including but not limited to, 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 applicant to provide the Unions with proof of his/her status as an Eligible Veteran.

3.7.1 The Unions and Contractors agree to coordinate with non-profit Veteran organizations, including, the Center to create and maintain an integrated database of veterans interested in working on this Project Work and of apprenticeship and employment opportunities for working on Project Work. To the extent permitted by law, the Unions will give credit to such Veterans for bona fide, provable past experience.

Section 3.8 Core Employees

3.8.1 Contractors not currently signatory to a Master Labor Agreement may employ, as needed, first, a member of his 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 3.3. 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 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. 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.

3.8.2 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 and who have been Local Residents for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

3.8.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the CWA Administrator 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, voter registration, postal address and such governmental documentation) evidencing the core employee's qualification as a core employee to the CWA Administrator and the Council.

Section 3.9 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 classification from any other available source. The Contractors shall inform the Union of any applicants hired from other sources and such applicants shall register with the appropriate hiring hall, if any, before commencing work.

Section 3.10 Lack of Referral Procedure If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Union Membership No employee covered by this Agreement shall be required to join any Union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the Union security provisions of the applicable Master Labor Agreement for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly and working dues only, as uniformly required of all craft employees while working on the Project and represented by the applicable signatory Union.

Section 3.12 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on Project Work; 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.

Section 3.13 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 foremen shall be designated as working foremen at the request of the Contractors.

Section 3.14 Out of State Workers In determining compliance with the targeted hiring goals of Section 3.5 above, hours of Project Work performed by residents of states other than California will be excluded from the calculation.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives shall notify the person charged with on-site project supervision and fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards

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

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

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

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

Section 4.3 Steward Layoff/Discharge 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 5
WAGES AND BENEFITS

Section 5.1 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. This Agreement does not relieve Contractors directly signatory to a Master Labor Agreement with one of the Unions signing this Agreement from paying all of the wages set forth in such Agreements.

Section 5.2 Benefits

5.2.1 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. However, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. This Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from making all contributions set forth in those Master Labor Agreements without reference to the foregoing.

5.2.2 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.

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

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

ARTICLE 6
HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 6.1 Hours of Work Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus one-half (½) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard work day. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday standard work schedule.

Section 6.2 Place of Work Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The Parties reaffirm their policy of a fair day's work for a fair day's wage. Except as provided in Section 6.6, there shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the Contractor.

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

Section 6.4 Shifts and Alternate Work Schedules

6.4.1 Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days' prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable Master Labor Agreement. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (½) hour non-paid lunch period, for eight (8) hours pay. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

6.4.2 Contractors, the Council and the Union recognize the economic impact upon the Agency and Agency residents of the Project being undertaken by the Agency and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, except to the extent permitted by law, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked.

6.4.3 Because of operational necessities, the second shift may, at the Agency's direction, be scheduled without the preceding shift having been worked. It is recognized that the Agency's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the Agency's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays Recognized holidays for Project Work shall be those set forth and governed by the prevailing wage determination(s) applicable to such Project Work.

Section 6.6 Show-up Pay

6.6.1 Except as otherwise required by State law, Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

6.6.2 An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

6.6.3 When an employee leaves the job or work location of his/her own volition, or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 Meal Periods The Contractor will schedule a meal period of no more than one-half hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property, or for such other reasons as are in the applicable Master Labor Agreement, and if he is so required, he shall be compensated in the manner established in the applicable Master Labor Agreement.

Section 6.8 Make-up Days To the extent permitted by the applicable general wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate of pay or any premium rate required for such hours under the state prevailing wage law.

ARTICLE 7
WORK STOPPAGES AND LOCK-OUTS

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

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

Section 7.3 Standing to Enforce The Agency, the CWA Administrator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of Master Labor Agreement If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

7.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

7.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring

contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new 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 labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

7.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 7.4.1 and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 7.4.2. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 7.4.1, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected the provisions of 7.4.2.

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

Section 7.6 Best Efforts to End Violations

7.6.1 If a Contractor contends that there is any violation of this Article or Section 8.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the CWA Administrator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

7.6.2 If the Union contends that any Contractor has violated this Article, it will notify that the Contractor and the CWA Administrator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The CWA Administrator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Withholding of services for failure to pay wages and fringe benefits

7.7.1 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:

(a) fails to timely pay its weekly payroll; or

(b) 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 facsimile transmission to the involved Contractor and to the Agency. Union will meet within the ten (10) day period to attempt to resolve the dispute.

7.7.2 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.

Section 7.8 Expedited Enforcement Procedure Any party, including the Agency, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the CWA Administrator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 7.1 or 7.5, above, or Section 8.3 is alleged.

7.8.1 The Party invoking this procedure shall notify Fred Horowitz or Louis Zigman, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrators under this procedure. If the permanent arbitrators are unavailable at any time, any one of the permanent Arbitrators who is notified shall appoint his alternate to hear the matter. Expenses incurred in arbitration shall be borne equally by the Parties involved in the arbitration and the decision of the arbitrator shall be final and binding on the Parties, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

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

7.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A

failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

7.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 7.1 or 7.5, above, or Section 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any Party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

7.8.5 Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

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

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

ARTICLE 8

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work The assignment of Project 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.

Section 8.2 The Plan All jurisdictional disputes on Project Work between or among the building and construction trades Unions and the Employers parties to this Agreement, 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 Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

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

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

Section 8.4 Pre-Job Conferences As provided in Article 16, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

ARTICLE 9 MANAGEMENT RIGHTS

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

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;

(e) Utilize, in accordance with Agency approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

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

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

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

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the Agency's Facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the Agency will provide the CWA Administrator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

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

(e) Investigate and process complaints, through the CWA Administrator, in the matter set forth in Articles 7 and 10.

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

Section 9.4 Special Equipment, Warranties and Guaranties

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

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

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

ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 10.1 Cooperation and Harmony on Site

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

10.1.2 The CWA Administrator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

10.1.3 The CWA Administrator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided,

however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

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

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in Step 1 above for the adjustment of an employee complaint.

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

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the CWA Administrator (with copy(ies) to the other Party(ies) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list in "Attachment (D)" attached hereto, on a rotational basis in the order listed. The CWA Administrator shall notify the parties to the grievance of the date, time and location of the hearing. 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 decision of the arbitrator shall be final and

binding on all parties. Should any party seek confirmation of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

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

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e. conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

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

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

ARTICLE 11 REGULATORY COMPLIANCE

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

Section 11.2 Prevailing Wage Compliance All Contractors shall comply with the state laws and regulations relating to prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 10 above, or by pursuing the remedies available under state law through the Labor Commissioner or the Department of Industrial Relations.

Section 11.3 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor has violated federal and/or state law or regulation, the Agency, upon notice to the Contractor that it or its subcontractors is in such violation (including any finding of non-compliance with the California prevailing wage obligations as enforced pursuant to DIR regulations), the Agency, and in the absence of the Contractor or subcontractor remedying such violation, may take such action as it is permitted by law or contract to encourage

that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work.

ARTICLE 12
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 12.1 Safety

12.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Agency or the Contractor, whichever is most restrictive shall apply. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the Agency.

12.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the Agency. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

12.1.3 The Parties shall adopt the Substance Abuse Policy attached hereto as **Attachment D**, which shall be the policy and procedure utilized under this Agreement.

Section 12.2 Suspension of Work for Safety A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 13
TRAVEL AND SUBSISTENCE

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

ARTICLE 14
APPRENTICES

Section 14.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the Agency, 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 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.

Section 14.2 Use of Apprentices

14.2.1 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 (calculated by hours worked) 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. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will 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.

14.2.2 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 CWA Administrator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

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

14.2.4 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 apprenticeable 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 Council.

ARTICLE 15
WORKING CONDITIONS

Section 15.1 Meal and Rest Periods There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

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

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

Section 15.4 Access Restrictions for Cars Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16
PRE-JOB CONFERENCES

Section 16.1 Each Primary Contractor which is awarded a Construction Contract by the Agency for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the CWA Administrator shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be any formal jurisdictional dispute raised under Article 8, the CWA Administrator shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project. Should additional Project Work not previously included within the scope of the Project Work be added, the Contractors performing such work will conduct a separate pre-job for such newly included work.

ARTICLE 17
LABOR/MANAGEMENT COOPERATION

Section 17.1 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 Agency and three (3) representatives selected by the Council to monitor

compliance with the terms and conditions of this Agreement and to recommend amendments to this Agreement, with the exception of the dollar threshold specified in Section 1.11 and the term of this Agreement under Section 22.1, when doing so would be to the mutual benefit of the Parties. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement. A quorum will consist of at least two (2) representatives selected by the Agency and at least two (2) representatives selected by the Council. For voting purposes, only an equal number of Agency and Union representatives present may constitute a voting quorum.

Section 17.2 Functions of Joint Committee The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising under Articles 7, 8 or 10 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The CWA Administrator 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 Agency. 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 CWA Administrator shall prepare quarterly reports on apprentice utilization and the training and employment of Agency 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.

ARTICLE 18 SAVINGS AND SEPARABILITY

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

Section 18.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the Agency to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the Agency, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 19
WAIVER

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

ARTICLE 20
AMENDMENTS

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

ARTICLE 21
DURATION OF THE AGREEMENT

Section 21.1 Duration

21.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for an initial period of five (5) years. Any covered Project Work awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project Work, notwithstanding the expiration date of this Agreement.

21.1.2 This Agreement may be renewed or modified for additional five-year terms upon approval of the Board of Directors on such terms and for such further periods as the Parties shall agree to.

Section 22.2 Turnover and Final Acceptance of Completed Work

22.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the Agency by the Contractor and the Agency has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the Agency or third parties with the approval of the Agency, the Agreement shall

have no further force or effect on such items or areas, except when the Contractor is directed by the Agency to engage and repairs or modifications required by its contract(s) with the Agency.

22.2.2 Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the Agency and Notice of Completion is issued by the Agency or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the Agency pursuant to Section 22.2.1 above, involving otherwise turned-over and completed facilities which have been accepted by the Agency, will be available from the CWA Administrator.

[This section intentionally left blank]

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IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

SANTA CLARITA VALLEY
WATER AGENCY

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____
General Manager

By: _____
Executive Secretary

ATTEST:

By: _____
Clerk of the Board

APPROVED AS TO FORM:

Joseph Byrne
General Counsel

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) _____
- District Council of Laborers _____
- Electricians (Local 11) _____
- Elevator Constructors (Local 18) _____
- Gunitite Workers (Local 345) _____
- Iron Workers (Reinforced – Local 416) _____
- Iron Workers (Structural – Local 433) _____
- Laborers (Local 300) _____
- 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/Fitters Local 761) _____
- Pipe Trades (Sprinkler Fitters Local 709) _____
- Plasterers (Local 200) _____
- Plaster Tenders Local (1414) _____
- Roofers & Waterproofers (Local 36) _____
- Sheet Metal Workers (Local 105) _____
- Teamsters (Local 986) _____
- Southwest Regional Council of Carpenters _____

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Santa Clarita Valley Water Agency Recycled Water Program Capital Facilities Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
CWA Administrator
Santa Clarita Valley Water Agency
1234 address
City, state, zip code
Attn: _____

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Santa Clarita Valley Water Agency Community Workforce Agreement effective _____, 2018, 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 State License No.: _____

Project Name: _____

[Copies of this letter must be submitted to the CWA Administrator and to the Council Consistent with Section 2.6 (b).]

ATTACHMENT B

**FIRST TIER ZIP CODES
(SCVWA Jurisdictional Boundaries)**

91321
91342
91350
91351
91354
91355
91381
91382
91384
91387
91390

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ATTACHMENT C

**SANTA CLARITA VALLEY WATER AGENCY
CRAFT REQUEST FORM**

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

The Santa Clarita Valley Water Agency Community Workforce Agreement establishes a goal that 30% of the total work hours shall be from Veterans, regardless of where they reside, and workers residing: first, in those first tier zip codes which overlap all of the Santa Clarita Valley Water Agency, as attached hereto who are also Veterans, second, in those first tier zip codes which overlap all of the Santa Clarita Valley Water Agency, as attached hereto, third, residing within 50 miles of the zip codes set forth in "Attachment B." For Dispatch purposes, employees residing within any of these three (3) areas, as well as Veterans, regardless of where they reside, 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, Veteran 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 _____
VETERAN	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

ATTACHMENT D

SUBSTANCE ABUSE 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 work place 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 Work Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be delivered in person 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 PLA, 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 Work to be tested. With respect to individuals who become employed on the Project Work subsequent to the proper implementation of this 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 this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) 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. 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.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). 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 the 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.

d. 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.

e. 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 Work.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project Work 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/herself or others may be tested 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 exhibiting 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.

g. 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 job site 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 thirty (30) 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 periodic tests may be performed in a twelve month period.

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

8. 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 PLA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this 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.

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

11. 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.

12. The 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.

13. 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 shall 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.

14. 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.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* SAMHSA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
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.

DRAFT

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BOARD MEMORANDUM

DATE: September 7, 2018

TO: Board of Directors

FROM: Brian J. Folsom, P.E. *BJF*
Chief Engineer

SUBJECT: Approve a Change Order to the Contract with GSE Construction Company, Inc., for the Foothill Feeder Connection Project

SUMMARY

On March 8, 2017, the Castaic Lake Water Agency Board of Directors adopted a resolution awarding a construction contract to GSE Construction Company, Inc. (GSE), for the Foothill Feeder Turnout No. CLWA-01 Project (Project) for \$2,691,300. Additional work beyond the original specifications has been required because of unforeseen conditions and new and changed requirements issued by the Metropolitan Water District of Southern California (MWD), owner of the Foothill Feeder. To date, four change orders have been issued under the General Manager's authority for a total of \$107,044, which constitutes 3.98% of the original bid. The Agency's purchasing policy requires Board authorization for change orders that would increase total payments to a contractor by more than 4% of the original contract amount.

DISCUSSION

Construction of a permanent turnout structure known as CLWA-01 will replace the current temporary connection which will remain as a back-up. The project consists of the installation of approximately 200 feet of 48-inch diameter pipeline, a 140 cfs/90 MGD turnout structure, valve and meter vaults, and SCADA equipment. The Project will increase water delivery capacity to the Rio Vista Water Treatment Plant (RVWTP) by up to 6 MGD (6,700 AFY) immediately to allow for full utilization of RVWTP's current 66 MGD capacity and for future capacity of up to 90 MGD, if necessary.

Change Order Number 5 includes the following items:

- Relocation of a handrail to avoid a conflict with the conical plug valve.
- Re-mobilization of a delayed backfill operation.
- Removal, disassembly, re-fabrication, and reassembly of flange assembly.
- Change of welded pipeline connections to flanged connections for maintenance reasons.
- Credit for construction management overtime.
- Increase of overhead necessitated by delays in review of submittals and responding to requests for information.

Vali Cooper, the Construction Manager, has negotiated Change Order Number 5 for a total cost of \$68,506. A copy of the proposed Change Order Number 5 is attached.

On September 6, 2018, the Engineering and Operations Committee considered staff's recommendation to approve a change order to the contract with GSE Construction Company, Inc., for the Foothill Feeder Connection Project.

FINANCIAL CONSIDERATIONS

The execution of Change Order Number 5 increases the contract with GSE by \$68,506 from \$2,798,344 to \$2,866,850. The project is funded in the Agency's FY 2018/19 Budget for the Foothill Feeder Connection Project and there are adequate funds remaining for this work. The current estimated total cost of the project, including engineering, construction management and miscellaneous items, is approximately \$5,200,000. As of July 31, 2018, project expenditures are about \$3,800,000, which in addition to construction includes design, engineering and construction management costs.

RECOMMENDATION

The Engineering and Operations Committee recommends that the Board of Directors authorize the General Manager to execute Change Order Number 5 to the contract with GSE Construction Company, Inc. to increase the construction contract amount by \$68,506 to \$2,866,850 for the Foothill Feeder Connection Project.

JL

Attachment

M65

CHANGE ORDER NO. 5

SANTA CLARITA VALLEY WATER AGENCY

CONTRACT: SCVWA Foothill Feeder Turnout Project

TO: GSE Construction, Inc.
26027 Huntington Lane, Unit D
Valencia, CA 91355

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications of this contract. All new work herein described shall be done in accordance with the applicable provisions of the plans and specifications, except as specifically modified by this change order. NOTE: This change order is not effective until approved by the Owner.

Please refer to attachments for a cost breakdown, a more detailed description of the work and additional backup information.

CONTRACT SUMMARY:

CONTRACT COST ADJUSTMENT:

• Original Contract Amount	\$	2,691,300.00
• Net Cost Changes by Previous Change Orders	\$	107,044.00
• Contract Amount Prior to this Change Order	\$	2,798,344.00
• Cost Change by this Change Order	\$	68,506.00
• New Contract Amount	\$	2,866,850.00

CONTRACT TIME ADJUSTMENT:

• Original Completion Date	March 27, 2018
• Net Time Adjustment by Previous Change Orders	210
• Completion Date Prior to This Change Order	October 23, 2018
• Contract Time Adjusted by this Change Order	0
• New Completion Date	October 23, 2018

PREPARED BY:

Vali Cooper & Associates

By: _____ Date: _____

We the undersigned contractor, have given careful consideration to the change proposed and hereby agree. If this change order is approved, we will provide all equipment, furnish all material, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

ACCEPTED:

GSE Construction, Inc.
(Contractor)

By: _____ Date: _____

APPROVED:

Santa Clarita Valley Water Agency

By: _____ Date: _____

**DESCRIPTION OF WORK, TIME AND COST BREAKDOWN
CHANGE ORDER NO. 05**

Item	Description	Amount	Time - Days
5.01	PCO 18 - Handrail / Plug Valve Conflict: Plan Sheets S-1, S-3, S-6 & S-7, provide details of the steel grating member connections to the handrail. Detail 6, on Plan Sheet ST5.02 and Detail 2, on Plan Sheet ST5.04, were called out but could not be followed due to conflicts w/ the conical plug valve actuator. GSE had to field fabricate the handrail in the proximity of the plug valve and also required additional detailing work. GSE submitted a lump sum cost of \$7,039.00, for this work.	\$ 7,039.00	0
5.02	PCO 19 - Delayed Backfill Operation: GSE mobilized labor and specialty equipment on 5/2/18, to backfill around and between the vaults and manholes. GSE was notified by MWD the morning of 5/2/18, that backfill could not be placed against the pipeline encasements until the concrete was cured for seven days based on MWD's interpretation of Specification 02200. The sequence of work, placement of concrete encasement followed by form stripping and backfill, was discussed in the Project Meetings on 4/4/18, 4/11/18, 4/18/18 and 4/25/18 and was on the three week schedule for four weeks. GSE submitted a lump sum cost of \$16,691.00, which includes labor and equipment to remobilize on 5/8/18 and shoring rental for six days.	\$ 16,691.00	0
5.03	PCO 21 - Isolation Joint Gaskets: GSE installed isolation flanges on the new pipeline @ the 48" CMLC to SS pipe transition and @ the 42" SS to CMLC pipe transition per Detail 1, on Plan Sheet T-27. The Detail requires offset grooves in the opposing flanges and the use of an isolation gasket w/ an EPDM sealing element. GSE was unable to pass a preliminary hydrostatic pressure test w/ this installation. The isolation joints were dismantled and it was determined the EPDM sealing element was aligned w/ one of the flange grooves, preventing the joint from sealing. GSE ordered custom fabricated isolation gaskets w/ the sealing element offset from the flange grooves. The joints were reassembled and a subsequent preliminary hydrostatic pressure test was successful. GSE submitted a lump sum cost of \$33,408.00, to disassemble and reassemble the joints and to replace the isolation gaskets, "O" Rings and flange bolts.	\$ 33,408.00	0
5.04	PCO 22 - 4" SS Pipeline Changes: GSE submitted welded connections for the 90 degree SS bends on the 4" bypass line in the Valve Vault. During the submittal review the 90 degree bends were changed from welded connections to flanged connections for maintenance reasons. GSE submitted a lump sum cost of \$1,722.00, for the added flanged connections.	\$ 1,722.00	0
5.05	PCO 24 - Reimburse CM Overtime: Special Condition 4, C. requires GSE to pay for overtime inspection when requested by GSE. GSE requested to work overtime during the shoring installation & removal, pipeline dewatering, structure backfill, and on the President's Day Holiday. Overtime is summarized as follows: October/November, 2017: 24 hrs - Shoring Installation. January, 2018: 4 hrs - Weekend Monitoring of Concrete Curing. February, 2018: 8 hrs - President's Day Holiday. March, 2018: 6 hrs - Structure Backfill. May, 2018: 17 hrs - Structure Backfill, Shoring Removal. Total Overtime = 59 hrs @ 218.56.	\$ (12,895.00)	0

**DESCRIPTION OF WORK, TIME AND COST BREAKDOWN
CHANGE ORDER NO. 05**

Item	Description		Amount	Time - Days
5.06	PCO 25 - GSE Overhead: GSE was delayed in completing the main components of the Project due to various delays in reviewing submittals and responding to RFIs. GSE submitted a lump sum cost of \$22,541.00, for extended overhead due to these delays.		\$ 22,541.00	0
TOTAL			\$ 68,506.00	0

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BOARD MEMORANDUM

DATE: 09/11/18
TO: Board of Directors
FROM: Robert DiPrimio
Chair, Compensation and Reimbursement Policy Ad Hoc Committee
Matt Stone *M6S*
General Manager
SUBJECT: Report and Recommendation for the Agency's Director Health Reimbursement Accounts

SUMMARY AND DISCUSSION

The Compensation and Reimbursement Policy Ad Hoc Committee was tasked with reviewing the Agency's current Health Reimbursement Account provisions for eligible Board of Director members. A recommendation is presented here along with some background information for the Board's consideration.

BACKGROUND

Currently, a Director may either participate in the Agency's group health insurance coverage or, if covered by another group plan, the Director may opt to participate in a Health Reimbursement Account (HRA). A Director may not receive both benefits. Funds deposited in an HRA may only be drawn on for eligible medical expenses as defined in federal code. At the present time, seven Directors have opted to receive medical insurance, six Directors participate in the HRA and one Director declined both benefits.

An HRA is an employer-funded medical expense reimbursement arrangement from which employees (a term that encompasses Directors) are reimbursed tax-free for qualified medical expenses up to a fixed dollar amount per year. The employer funds and owns the account. The employer sets aside a specific amount of pre-tax dollars for employees to pay for qualified medical expenses on an annual basis. To be compatible with Federal regulations, participating Directors must be in a group health plan sponsored by a former employer, another employer or a spouse's employer and HRA's cannot reimburse Directors for individual non-group health plan coverage.

The HRA option was established by the former CLWA in 2016. In December 2015, the Board of Directors reviewed options regarding Director benefits. Staff was directed in March 2016 to survey other water agencies regarding HRAs and review the results with the Board of Directors. The outcome of the survey showed that one of the 14 water agencies surveyed offered a traditional HRA plan to its Board of Directors.

After discussion and development of policy alternatives, the CLWA Board of Directors approved a resolution to offer Board of Directors an HRA in lieu of employer-paid medical benefits, effective July 2016. CLWA would contribute annually to a HRA account in the amount of \$6,300

for a “Director only” and \$10,000 for a “Director plus one”. Rollover of unused amounts was also discussed. At the time the Board approved a rollover provision by which unused amounts could roll over to the next year, but the total account balance would be capped at \$12,600 for a “Director only” and \$20,000 for a “Director plus one”.

In preparation for the recent Ad Hoc Committee Review, an updated survey was conducted in August 2018 covering 20 water agencies. Of the 20 that were surveyed, two agencies offered HRA’s.

- Central Basin Municipal Water Agency and West Basin Municipal Water District offered the same plan with an annual benefit of \$4,000 for a Director and \$8,000 for a Director, plus one. No rollover was offered.

Also, overall utilization of the HRA was reviewed. There are currently six enrolled in the plan.

Plan Year	Enrolled	Agency Contributions	Fund Disbursed	Forfeitures	Available Balance
2016 (Partial Year)	7	\$33,150	\$(17,822)	\$0	\$15,328
2017	7	79,917	(50,674)	(15,328)	29,243
2018 (thru 08/2018)	6	60,127	(10,186)	(41,188)	37,995
Total		\$173,194	\$(78,683)	\$(56,516)	\$82,565

The Compensation and Reimbursement Policy Ad Hoc Committee met on August 30, 2018 to review the HRA and make any recommendations to the Board. After reviewing the information, the Ad Hoc Committee recommended that the annual amounts remain unchanged, but the rollover account cap amounts be reduced from \$12,600 to \$10,000 for a “Director only” option and from \$20,000 to \$15,000 for the “Director plus one” option.

FINANCIAL CONSIDERATIONS

There would be no increase in the annual contribution to plans. The reduced cap may result in some cost reduction by decreasing carryover limits and therefore reducing utilization of the HRA in some situations.

RECOMMENDATION

That the Board of Directors consider the Compensation and Reimbursement Policy Ad Hoc Committee’s recommendation to reduce the carryover limit for HRA’s from \$12,600 to \$10,000 for “Director only” and from \$20,000 to \$15,000 for “Director plus one”, to be effective beginning in calendar year 2019. Staff and legal counsel would then bring back the necessary revised plan documents for approval prior to the end of 2018.

RP



BOARD MEMORANDUM

DATE: September 7, 2018
TO: Board of Directors
FROM: Brian J. Folsom, Chief Engineer *BJF*
Keith Abercrombie, Chief Operating Officer
SUBJECT: September 6, 2018 Engineering and Operations Committee Meeting

The Engineering and Operations Committee met at 5:30 PM on Thursday, September 6, 2018 in the Training Room of the Rio Vista Water Treatment Plant. In attendance were Committee Chair Dean Efstathiou; Directors Tom Campbell, Ed Colley, Bill Cooper, Gary Martin and Lynne Plambeck; General Manager Matt Stone; Chief Operating Office Keith Abercrombie; Chief Engineer Brian Folsom; Director of Operations and Maintenance Mike Alvord; Principal Engineer Jason Yim; Principal Engineer Jim Leserman; Senior Engineer Shadi Bader; Michael Maurer from Best Best & Krieger and Ed Durazo and Jennifer Saldivar from Vali-Cooper & Associates. Two members of the public were present. A copy of the agenda is attached.

Item 1: Public Comments – One member of the public commented on Item 3.

Item 2: Authorize the General Manager to Execute a Pilot Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council – Recommended actions for this item are included in a separate report being submitted at the September 18, 2018 regular Board meeting.

Item 3: Recommend Approval of a Change Order to the Contract with GSE Construction Company, Inc., for the Foothill Feeder Connection Project – Recommended actions for this item are included in a separate report being submitted at the September 18, 2018 regular Board meeting

Item 4: Operations and Production Report – Staff and the Committee reviewed the Monthly Operations and Production Report.

Item 5: Capital Improvement Projects Construction Status Report – Staff and the Committee reviewed the Capital Improvement Projects Construction Status Report.

Item 6: Committee Planning Calendar – Staff and the Committee reviewed the FY 2018/19 Committee Planning Calendar. The October 4, 2018 Engineering and Operations Committee Meeting will be rescheduled to October 3, 2018.

Item 7: General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities – No items were discussed.

Item 8: General Report on Engineering Services Section Activities – No items were discussed.

Item 9: Adjournment – The meeting adjourned at 6:25 PM.

BJF

Attachment

MGS

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Date: August 27, 2018

To: **Engineering and Operations Committee**
Dean Efstathiou, Chair
Tom Campbell
Ed Colley
William Cooper
Gary Martin
Lynne Plambeck

From: Brian J. Folsom, Chief Engineer *BJF*
Keith Abercrombie, Chief Operating Officer *KA*

The **Engineering & Operations Committee** is scheduled to meet on **Thursday, September 6, 2018 at 5:30 PM at Rio Vista Water Treatment Plant** located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350 in the Training Room.

MEETING AGENDA

<u>ITEM</u>		<u>PAGE</u>
1.	Public Comments	
2. *	Authorize the General Manager to Execute a Pilot Community Workforce Agreement with the Los Angeles/Orange Counties Building and Construction Trades Council	3
3. *	Recommend Approval of a Change Order to the Contract with GSE Construction Company, Inc., for the Foothill Feeder Connection Project	49
4. *	Operations and Production Report	55
5. *	Capital Improvement Projects Construction Status Report	111
6. *	Committee Planning Calendar	113
7.	General Report on Treatment, Distribution, Operations and Maintenance Services Section Activities	
8.	General Report on Engineering Services Section Activities	
9.	Adjournment	

- * Indicates attachments
- ◆ To be distributed

NOTICES:

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 297-1600, or writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on August 29, 2018.