# PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

THE LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

FOR THE

EXIDE CLEANUP PROJECT

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## PURPOSE

The purpose of this Project Labor Agreement is to facilitate efficiency and the timely execution of the cleanup of lead-impacted soil in residential communities surrounding the former Exide Technologies, Inc. battery recycling facility located in the City of Vernon, California (hereinafter, "former Exide Facility"), pursuant to an Invitation for Bids released by the California Department of Toxic Substances Control. The Parties' additional purposes in entering into this Agreement include promotion of training and employment opportunities and careers in the construction industry, with a focus on environmental remediation, fostering participation of small and disabled-veteran owned businesses in performance of Project Work, and providing for the orderly settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring timely and economical completion of Project Work.

WHEREAS, the Department is committed to cleaning up lead-impacted sensitive land use properties, such as residences, schools, parks, day care centers, and child care facilities, within an approximately 1.7-mile area surrounding the former Exide Facility, known as the Preliminary Investigation Area.

WHEREAS, on July 17, 2017, the Department approved a Removal Action Plan (Cleanup Plan) to clean up these sensitive land use properties by excavating, removing, and appropriately disposing of soils containing elevated concentrations of lead, as well as restoring affected properties;

WHEREAS, on August 10, 2017, the Department issued an Invitation for Bids for cleanup of lead-impacted sensitive land use properties within the Preliminary Investigation Area pursuant to the Removal Action Plan (Cleanup Plan); and

WHEREAS, the successful and timely completion of Project Work is of the utmost importance to the Department; and

WHEREAS, timely completion of Project Work requires maximum cooperation from the Parties; and

WHEREAS, increasing access to training and employment opportunities with prevailing wages is a policy goal of the Department in advancement of the Project; and

WHEREAS, large numbers of workers of skills in construction and environmental remediation will be required in the performance of Project Work, including those to be represented by the Unions and employed by Employers signatory to Master Labor Agreements; and

WHEREAS, the Parties recognize that for projects of this magnitude, with multiple employers and bargaining units on the job site at the same time over an extended period, the potential for work disruption is substantial if there is not an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the Department, the Unions, Employers, and workers would be best served if Project Work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockout, slowdowns, or other interferences; and

WHEREAS, the Department and the Unions desire to mutually establish and stabilize wages, hours, and working conditions for the workers employed on this Project by Employers and encourage close cooperation among the Employers and the Unions so that a satisfactory, continuous, and harmonious relationship will exist among the Parties; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish, or modify existing local or national collective bargaining agreements in effect during the Project, except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, it is further understood that the Unions and certain Employers are bound, and shall remain bound for the duration of this Project, by the terms of this Agreement and the applicable Master Labor Agreements; and

WHEREAS, this Agreement reflects a commitment by all Parties to diversity and nondiscrimination in the workforce hiring on the Project; and

WHEREAS, this Agreement is intended to have a positive impact and exemplify the Department's commitment to ensure that local communities, small businesses, disabled-veteran owned businesses, and residents surrounding the former Exide Facility benefit from the Project; and

WHEREAS, the Parties recognize that this Project provides an optimal opportunity to combat poverty and high unemployment in surrounding communities and in vulnerable populations; and

WHEREAS, the Parties pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

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

## ARTICLE I
## DEFINITIONS

Terms set forth below have the following meanings when used in this Agreement in capitalized form. Unless otherwise specified below, the following definitions include both singular and plural forms of defined terms.

1.1 "Agreement" means this Project Labor Agreement.

1.2 "Apprentice" as used in this Agreement shall mean those apprentices registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

1.3 "Department" means the California Department of Toxic Substances Control.

1.4 "Project Contract" means a contract to perform Project Work.

1.5 "Community Resident" means an individual whose primary place of residence is within any of the following areas: the Preliminary Investigation Area, the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the cities of Commerce, Vernon, Maywood, Bell, and Huntington Park. Zip codes of these areas are listed on **Attachment B** to this Agreement.

1.6 "Council" means the Los Angeles/Orange Counties Building and Construction Trades Council.

1.7 "Employer" means any individual firm, partnership or corporation, or combination thereof, including joint ventures, of any tier, that is an independent business enterprise and that has entered into a Project Contract. An Employer may bid for and be awarded a Project Contract without regard as to whether the Employer is otherwise a party to any collective bargaining agreement.

1.8 "IFB" means the Department's Exide Cleanup Invitation for Bids, No. I-1617-07. The IFB concerns cleanup of lead-impacted sensitive land use properties, such as residences, schools, parks, day care centers, and child care facilities, within an approximately 1.7-mile area surrounding the former Exide Facility, known as the Preliminary Investigation Area, pursuant to the Removal Action Plan (Cleanup Plan).

1.9 "Letter of Assent" means the document that formally binds each Employer to adhere to all the forms, requirements, and conditions of this Agreement, which each Employer must sign and submit to the Department's designated office and the Council prior to beginning any performance of Project Work. The form of Letter of Assent is provided as **Attachment A** to this Agreement.

1.10 "Local Resident" means a resident of low-income zip codes within a 10-mile radius of the former Exide Facility. Such zip codes are listed on **Attachment B** to this Agreement.

1.11 "Master Labor Agreement" means a local collective bargaining agreement of a Union.

1.12 "New Environmental Worker" means an individual who either (i) within the past year prior to being hired on the Project graduated from the Department's WERC Program, or (ii)

is a Community Resident who, within the past year prior to hiring on the project, became newly certified by the California Department of Public Health to perform lead-related construction work in California.

1.13 "Party" means the Department, the Council, or any Union, individually. "Parties" means the Department, the Council, and the Unions, collectively.

1.14 "PLA Administrator" means the Department's representative, designee, or staff member acting on behalf of the Department to assist in administration of this Agreement.

1.15 "Preliminary Investigation Area" means the Preliminary Investigation Área as described in the IFB. A map of the Preliminary Investigation Area is attached as **Exhibit 1** to this Agreement.

1.16 "Prime Contractor" means an Employer that has directly contracted with the Department for performance of Project Work pursuant to the IFB.

1.17 "Project" means the cleanup services contracted for by the Department through the IFB.

1.18 "Project Work" means the following work in furtherance of the Project, and within the Index 2017-1 General Prevailing Wage Journeyman Determinations issued by the California Department of Industrial Relations: soil sampling; soil testing; soil cleanup; soil excavation; soil and small shrubs removal and disposal; the installation of temporary fencing; dust control; erosion control; wastewater management; property restoration; all landscaping work at properties other than schools, parks, day care centers, child care facilities, and apartment complexes with five or more units; construction, alteration, painting or repair of buildings or structures; survey work; and demolition of existing structures. The loading, handling, and hauling of contaminated soil, sand, gravel, rocks, concrete, asphalt, excavation materials, and construction debris to an offsite disposal location, as set forth in Labor Code Section 1720.3 and in furtherance of the Project, shall also be considered Project Work. This Agreement contains certain exclusions from the definition of Project Work (see, e.g., Sections 2.3, 3.6, and 19.2, below).

1.19 "Subscription Agreement" means the contract between an Employer and a Union's labor/management trust fund that allows the Employer to make the appropriate fringe benefit contributions in accordance with the terms of the contract.

1.20 "Targeted Worker" means a Community Resident, Local Resident, Transitional Worker, or New Environmental Worker.

1.21 "Transitional Worker" means a qualified individual who is a resident of Los Angeles County and who meets one or more of the following categories (1) is a veteran or the eligible spouse of a veteran of the United States Armed Forces; (2) is a custodial single parent; (3) is a former foster youth; (4) is currently homeless or has been homeless within the last year; (5) has experienced unemployment for the past three months; (6) has a documented annual income at or below one-hundred percent (100%) of the Federal Poverty Level; (7) has a history

of involvement in the criminal justice system; (8) does not possess a high school diploma or a General Equivalency Diploma or "GED"; (9) is a current recipient of governmental assistance benefits; (10) is an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.2 above; or (11) is a New Environmental Worker.

1.22 "Union" means a construction trade union that executes this Agreement.

1.23 "WERC Program" means the Department's Workforce for Environmental Restoration in Communities program.

## ARTICLE II
## SCOPE OF AGREEMENT

2.1 Application: This Agreement shall apply to all Parties, and all Employers performing Project Work, unless otherwise provided or limited herein.

2.2 Agreement Scope: This Agreement shall apply to all Project Work, as described herein.

2.3 Exclusions:

2.3.1 This Agreement shall not apply to or govern the award of contracts by the Department that are outside the scope of Project Work.

2.3.2 This Agreement shall not apply to an Employer's non-manual employees including, but not limited to, superintendents, supervisors, staff engineers, time keepers, mail carriers, clerk, office workers, messengers, guards, safety personnel, emergency medical and first aid technicians, and other engineering, administrative, supervisory, and management employees.

2.3.3 This Agreement shall not apply to officers and employees of the Department or to work performed by or on behalf of other governmental entities and public utilities.

2.3.4 This Agreement shall not apply to the work of persons, firms, and other entities that perform consulting, planning, scheduling, design, geological, management, or other supervisory services on the Project or any other Department project, including, but not limited to, consultants, engineers, architects, geologists, construction managers, and other professionals hired by the Department or any other governmental entity.

2.4 Notwithstanding the foregoing exclusions, it is understood and agreed that Building/Construction Inspector and Field Soils and Material Tester is a covered craft under this Agreement. This inclusion applies to the scope of work defined in the State of California Wage Determination for that craft. Every Employer retaining workers to perform work falling within this classification pursuant to a Project Contract shall be bound to all applicable requirements of this Agreement. Project Work as defined by this Agreement shall be performed pursuant to the

terms and conditions of this Agreement regardless of the manner in which the work was awarded, but shall not cover quality assurance work performed by or on behalf of Department.

2.5 The furnishing of supplies, equipment, or materials that are stockpiled for later use shall in no case be considered subcontracting. Construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand, or other fill material that is directly incorporated into the construction process, as well as the off-hauling of debris and contaminated soils or materials and excess fill material and/or mud, is covered by the terms and conditions of this Agreement, to the fullest extent provided by law and within the prevailing wage determinations of the California Department of Industrial Relations.

## ARTICLE III
## EFFECT OF AGREEMENT

3.1 By executing this Agreement, the Unions and the Department agree to be bound by each and every provision of this Agreement. The provisions of this Agreement, including the Master Labor Agreements, as such may be changed from time-to-time and which are incorporated herein by reference, shall apply to Project Work, as provided herein. This Agreement is not intended to supersede the Master Labor Agreements between any of the Employers and Unions 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 NTL Articles of Agreement, the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or the National Agreement of the International Unions of Elevator Constructors, and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, however, provisions of this Agreement dealing with work stoppages and lockouts, work assignments and jurisdictional disputes, and settlement of grievances and disputes shall apply to such work. Where there is a provision in a Master Labor Agreement not covered by this Agreement, the provision of the Master Labor Agreement shall apply. No later collective bargaining agreement shall have precedence over this Agreement except as described in Section 4.5.

3.2 This Agreement constitutes a self-contained, stand-alone agreement and that, by virtue of having become bound to this Agreement, no Employer is obligated to sign any local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement, except as may be provided in Section 3.3, below.

3.3 All Employers of whatever tier, who have accepted the award of a Project Contract, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by executing the Letter of Assent set forth in **Attachment A** to this Agreement, prior to the commencement of Project Work. At the time that any Employer enters into a subcontract with any Employer of any tier providing for services in furtherance of the Project Contract, the Employer shall provide a copy of this Agreement to the subcontracting Employer and shall require the subcontracting Employer, as a part of accepting the award of a construction subcontract, to execute a Letter of Assent prior to the commencement of Project Work. No Employer shall commence Project Work without having first provided a copy of the

Letter of Assent as executed by it to the Department and the Council at least 48 hours before the commencement of Project Work or within 48 hours after the award of Project Work to that Employer, whichever occurs later. Further, Prime Contractor shall ensure that Employers not signatories to the established joint labor/management trust fund agreements, as described in the Master Labor Agreement(s) for the craft workers in their employ, sign a Subscription Agreement with the appropriate joint labor/management trust fund covering Project Work prior to performance of Project Work.

3.4 This Agreement shall only be binding on Employers in regards to the Project Contract and shall not apply to the parents, affiliates, or other ventures of any Employers or any other contract for construction or project.

3.5 Employer compliance with this Agreement is included as a requirement of the IFB.

3.6 The Parties acknowledge that Employers performing Project Work are subject to various requirements not set forth in this Agreement, including state and federal laws, regulations, and guidelines, and additional requirements set forth in the IFB.

## ARTICLE IV
## WORK STOPPAGES AND LOCKOUTS

4.1 During the term of this Agreement, there shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity for any reason by any Union or by any employee, and there shall be no lockout by any Employer. Failure of any Union or employee to cross any picket line established by other parties on a Project job site is a violation of this Article.

4.2 No Union shall sanction, aid or abet, encourage, or continue any work stoppage, strike, slowdown, picketing, or other disruptive activity of the Project, and each Union shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities that violate this Article. Any employee who participates in or encourages any activities that interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project.

4.3 The Unions agree that they shall not sanction, aid or abet, encourage, or continue any work stoppage, strike, slowdown, picketing, or other disruptive activity of the Project. If any Union is notified of any unrelated offsite work stoppage, strike, picketing, or other disruptive activity by the Union that will economically and/or materially affect the completion of the Project, the Union will promptly make good faith efforts to cease such Project disruption.

4.4 No Union shall be liable for independent acts of employees. The principal officer(s) of a Union will immediately instruct, order, and use the best efforts of his or her office to cause the employees whom the Union represents to cease any violations of this Article. A Union complying with this obligation within two business days of commencement of the violation shall not be liable for unauthorized acts of employees it represents. The failure of the Employer to

exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

4.5 Expiration of Master Labor Agreements. If a Master Labor Agreement expires during the term of this Agreement, it is specifically agreed that, with respect to the Project, there shall be no strike, sympathy strike, picketing, lockout, slowdown, withholding of work, refusal to work, walk-off, sick-out, sit-down, stand-in, wobble, boycott or other work stoppage, disruption, advising of the public that a labor dispute exists, or other impairment of any kind as a result of the expiration of the Master Labor Agreement and/or failure of the parties to that agreement to reach a new contract. Terms and conditions of employment established and set for purposes of prevailing wage requirements under such Master Labor Agreements or as required by law at the time of bid or thereafter shall remain established and set. Otherwise to the extent that such a Master Labor Agreement does expire and the parties to that agreement have failed to reach agreement on a new contract, the Unions that are parties to that Master Labor Agreement will continue to perform Project Work on one of the following two bases, both of which will be offered by the Unions to the Employer affected:

(1) Each of the Unions 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 contracts 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 provided, however, the proposal does not violate state and/or federal prevailing wage laws required to be paid on public works projects. The terms of the Union's interim agreement offered to Employers 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.

(2) Each of the Unions with an expiring Master Labor Agreement must offer to continue working on the Project under all the terms of the expiring Master Labor Agreement, including the wage rates and employer contribution rates to the employee benefit funds, provided that said wage rates comply with state prevailing wage laws, if the Employers affected by that contract agree to the following retroactivity provisions: if a new local, regional, or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for wage increases, then each affected Employer shall pay to its employees who performed work covered by the Agreement at the Project during the hiatus between the effective dates of such labor agreements, an amount equal to any such wage increase established by such new labor agreement, retroactive to whatever date is provided by the new local, regional, or other applicable agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. An agreed labor agreement must not violate any requirements of state prevailing wage laws. All Parties agree that such affected Employer shall be solely responsible for any retroactive payment to its employees and that neither the Department nor any other Employer has any

obligation, responsibility, or liability whatsoever for any such retroactive payments or collection of any such retroactive payments from any such Employer.

4.5.1 Some Employers may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (1), above, and other Employers may elect to continue to work on the Project under the retroactivity option offered under paragraph (2), above. To decide between the two options, Employers will be given one week after the Master Labor Agreement has expired or one week after the Union has personally delivered to the Employers in writing its specific offer of terms of the interim agreement pursuant to paragraph (1), above, whichever is the later date. If the Employers fail to timely select one of the two above options, the Employers shall be deemed to have selected the option offered under paragraph (2), above.

4.6 Expedited arbitration will be utilized to address all alleged violations of this Article IV. The procedures contained in this Section 4.6 shall be applicable to alleged violations of Article IV to the extent any conduct described in Section 4.1, 4.2, 4.3, or 4.5 occurs on the Project. Disputes alleging violations of any other provision of this Agreement, including any underlying disputes alleged to be in justification, explanation, or mitigation of any violation of Section 4.1 or Article IV, shall be resolved under the applicable grievance adjudication procedures set forth in Section 9.4. Expedited arbitration will be utilized for all work stoppages and lockouts. In lieu of or in addition to any other action at law or equity, any Party or Employer may institute the following procedure when a breach or violation of this Article IV is alleged to have occurred:

4.6.1 The party invoking this procedure shall notify the permanent arbitrator next in sequence from the following list:

1. Joseph Gentile
2. Sara Adler
3. Walter Daugherty
4. Luella Nelson
5. Lou Zigman

The Parties agree these shall be the five permanent arbitrators under this procedure. In the event that none of the five permanent arbitrators are available for a hearing within 24 hours, the party invoking the procedure shall have the option of delaying until one of the five permanent arbitrators is available or of asking the permanent arbitrator that would normally hear the matter to designate an arbitrator to sit as a substitute arbitrator for this dispute. Notice to the arbitrator, the parties involved, the Council, the Department, and, if a Union is alleged to be in violation, the involved local Union, shall be by the most expeditious means available, including by telephone, e-mail, or by facsimile.

4.6.2 Upon receipt of said notice, the arbitrator shall convene a hearing within 24 hours if it is contended that the violation still exists.

4.6.3 The arbitrator shall notify the parties to the dispute by telephone and by facsimile or e-mail of the place and time for the hearing. Written notice shall also be given to the

Council and the Department. 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 to attend said hearings shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. The Department shall have the right to participate in all arbitration proceedings.

4.6.4 The sole issue at the hearing shall be whether or not a violation of Section 4.1, 4.2, 4.3, or 4.5 of this Article IV has in fact occurred. The arbitrator shall have no authority to consider any matter of justification, explanation, or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. 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. The decision shall be issued in writing within three hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within 15 days after the close of the hearing, but its issuance shall not delay compliance with or enforcement of the decision. The arbitrator may order cessation of the violation of this Article. The arbitrator shall retain jurisdiction to determine compliance with this section and this Article.

4.6.5 The arbitrator's decision may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party, the Department, and the Council. In the proceeding to obtain a temporary order enforcing the arbitrator's decision as issued under Section 4.6.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's decision shall be served on all parties by hand or delivered by registered mail.

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

4.6.7 The fees and expenses incurred in arbitration shall be divided equally by the parties to the arbitration.

4.7 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 from a particular Employer (without picketing) when such Employer:

(1) Fails to timely pay its weekly payroll; or

(2) Fails to make timely payments to the Union's joint labor/management trust fund in accordance with the provisions of the applicable Master Labor Agreement and/or Subscription Agreement. Prior to withholding its members' services for the Employer's failure to pay its weekly payroll or to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least 10

business days' written notice (unless a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than 48 hours) of such failure to pay by registered or certified mail, return receipt requested, and by facsimile to the involved Employer and to the Department. The Union, the Department, and the Employer will meet within the 10-business day period to attempt to resolve the dispute.

4.8 Upon the payment to the delinquent Employers 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 Employers shall return all such members back to work.

## ARTICLE V
## NO DISCRIMINATION

5.1 Employers and Unions agree not to engage in any form of unlawful discrimination on the ground of, or because of, race, sex or gender, ethnicity, religion, national origin, ancestry, sexual orientation, age, physical or mental disability, marital status, medical condition, political affiliation, genetic information, or membership in a labor organization in hiring and dispatching workers for the Project, and in terms of working conditions. The IFB requires the Prime Contractor to provide cultural sensitivity training for all Project personnel.

## ARTICLE VI
## UNION SECURITY

6.1 The Employers recognize the Unions as the sole and exclusive bargaining representatives of all craft employees working within the scope of this Agreement.

6.2 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. To the extent to which this Agreement applies, the Employer shall, however, require all employees working on the Project Contract for a cumulative total of eight or more working days to comply with security provisions set forth in the applicable Union's Master Labor Agreement, for the period during which they are performing Project Work, and, as permitted by law, to render payment of the applicable monthly dues and any working dues only, as uniformly required of all working members of the Union in question. However, any employee who is a member of a Union at the time the referring Union refers the employee shall maintain that membership in good standing while employed on the Project Contract.

## ARTICLE VII
## REFERRAL

7.1 The Employers recognize that the Unions shall be the primary source of all craft labor employed in Project Work. Employers will utilize the Craft Request Form provided as **Attachment C** to this Agreement in making a request to the Unions for craft workers, and the Unions shall refer workers as requested through such form. For each craft, referrals shall be made to Employers by the Union. The Unions will exert their best efforts to recruit and identify individuals for entrance or re-entrance into the labor/management apprenticeship programs, and to

assist individuals in qualifying and becoming eligible for such programs.

7.2 The Parties recognize the Department's interest in promoting competition by allowing Employers that are not signatory to a Master Labor Agreement to participate in this Project. For purposes of this Agreement, a core employee is defined as an employee who was on the Employer's active payroll for at least 60 working days out of the last 100 working days immediately prior to the award of the Project Contract to the Employer. The parties agree that such an Employer may request by name, and the applicable Union will honor, referral for Project Work of the Employer's core employees as follows, so long as all such core employees register at the referring Union's hiring hall prior to dispatch:

7.2.1 The applicable Union will refer to such Employer first a core employee, as described above, then an employee through a referral from the applicable Union's hiring hall out-of-work list for the affected trade or craft, then a second core employee, then a second employee through the Union referral system, and so on until such Employer's crew requirements are met or until such Employer has hired five core employees per craft, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the Union's hiring hall out-of-work list(s), except as otherwise provided for in this Agreement. 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. This provision does not apply to Employers that are signatory to one or more Master Labor Agreements and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and to facilitate the contract administration process, as well as appropriate fringe benefit fund coverage, all Employers shall require their core employees and any other persons employed other than through the Union hiring hall referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment on the Project, as described in Section 7.4.1, above.

7.2.2 Prior to an Employer performing any work on the Project, the Employer shall provide a list of its core employees to the PLA Administrator and the Council. Failure to do so will prohibit the Employer from using any core employees. Upon request by any Party to this Agreement, the Employer hiring any core employee shall provide satisfactory proof (e.g., payroll records, quarterly tax records, and such other documentation) evidencing the core employee's qualification as a core employee to the PLA Administrator and the Council.

7.3 Employers shall be bound by and utilize the registration facilities and referral systems established or authorized by this Agreement and the applicable Master Labor Agreements when such procedures are not in violation of state or federal law or in conflict with provisions set forth in this Agreement.

7.3.1 An Employer may reject any referral for any lawful nondiscriminatory reason, provided the Employer complies with any reporting pay requirements under the California prevailing wage law and that such right is exercised in good faith and not for the purpose of avoiding the Employer's commitment to employ qualified workers through the procedures endorsed in this Agreement.

7.4 In the event that Unions are unable to fill any request for employees within 48 hours after such written request is made by an Employer (Saturdays, Sundays, and holidays excepted), the Employer may employ applicants from any other available source. Workers hired through other sources shall be referred to the applicable Union, which shall register and dispatch such workers for Project Work.

7.4.1 All Employers shall require any persons employed other than through the Union referral process to register with the appropriate Union hiring hall, if any, prior to their first day of employment on the Project and to meet their Union Security obligations under Section 6.2, above.

7.5 In recognition of the fact that the communities surrounding the former Exide Facility have been negatively impacted by lead contamination, will be affected by cleanup activities, and face a range of economic development challenges, the Department has included a Targeted Hiring Program in the IFB.

7.5.1 Percentage Goals. The Targeted Hiring Program includes the following percentage goals for Project Work hours for Employers:

(a) Community Residents: 20%

(b) Local Residents: 30%

(c) Transitional Workers: 25%

(d) New Environmental Workers: 50% of work performed within the California Department of Industrial Relations' "Asbestos and Lead Abatement (Laborer)" prevailing wage classification

Unions and Employers agree to exert their best efforts to recruit sufficient numbers of Targeted Workers to fulfill the requirements of the Employers pursuant to the Targeted Hiring Program. The Targeted Hiring Program does not apply to Project Work hours performed by residents of states other than the State of California (and such hours shall not be considered Project Work Hours for purposes of determining satisfaction of the Percentage Goals).

7.5.2 Hiring and Referral Processes. In an effort to achieve the Project's Targeted Hiring Program goals, Unions and Employers shall utilize the following hiring and referral processes:

7.5.2.1 Assignment of existing crew members:

(a) Signatory Employers: An Employer that is signatory to a Master Labor Agreement shall assign any existing crew members that fit the percentage goal categories, until percentage goals are satisfied. If the Employer cannot satisfy percentage goals through assignment of existing crew members, then Employer shall utilize the Union Hiring Hall

Referral process described in Section 7.5.2.2, below, for any workers needed to satisfy percentage goals.

(b) Non-signatory Employers: An Employer that is not signatory to a Master Labor Agreement shall follow the following procedures: (1) For the first 10 hires, abide by the core employee restrictions and 5/5 alternating hiring process described in Section 7.2, above. When assigning existing crew members to the job as core employees within Section 7.2, the Employer shall prioritize assignment of existing crew members that fit percentage goal categories; and (2) For hiring hall positions within the 5/5 alternating hiring process, and for all hires after the first 10 workers, the Employer shall use the Union Hiring Hall Referral system described in Section 7.5.2.2, below.

7.5.2.2 Union Hiring Hall Referrals: When an Employer requests workers from the union hiring hall, it shall utilize the Craft Request Form provided as **Attachment C** to this Agreement, and indicate any needed categories of Targeted Workers. (If Employer has already met Targeted Hiring Program goals at time of request, it instead makes a general request to the Union hiring hall using the attached Craft Request Form.) When the Union receives a Craft Request Form indicating a needed category of Targeted Workers, the Union's hiring hall shall refer workers in that category, regardless of place on the hiring hall list. If the Union hiring hall has not sent sufficient workers in the requested category of Targeted Workers within 48 hours after such written request is made by the Employer (Saturdays, Sundays, and holidays excepted), the Employer shall request workers in that category from other sources designated by the Department, including the Department's WERC Program. If such other sources do not send sufficient qualified workers in the requested category within five business days after such written request is made by the Employer, the Employer shall contact the Union hiring hall, which shall send standard referrals from the hiring hall list sufficient to meet the Employer's workforce needs, and the Employer shall employ such workers referred by the hiring hall.

7.6 Helmets to Hardhats:

7.6.1 The Employers and Unions recognize a desire to facilitate the entry into the building and construction trades of veterans and members of the National Guard and Reserves who are interested in careers in the building and construction industry. The Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter, "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

7.6.2 The Unions agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in

working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Employers and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

## ARTICLE VIII
## WAGES & BENEFITS

8.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Employers the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing wage rate increases under law, the Employer shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Employers directly signatory to one or more of the Master Labor Agreements from paying all wages set forth in such agreements.

8.2 Benefits: Employers shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Employers directly signatory to one or more Master Labor Agreements are required to make all contributions set forth in those Master Labor Agreements without reference to the foregoing.

8.2.1 Employers adopt and agree 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 Employer 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 Employer.

8.2.2 Employers of whatever tier shall make regular and timely contributions required by Section 8.2.1 of this Article in amounts and on the time schedule set forth in the appropriate Master Labor Agreement. Delinquency in the payment of contributions is a breach of this Agreement.

8.2.3 Employers are required to certify to the PLA Administrator they have paid all benefit contributions due and owing to the appropriate trust fund(s). Further, upon timely notification by a Union to the PLA Administrator, the PLA Administrator shall work with any Prime Contractor or Employer who is delinquent in payments to assure that proper benefit contributions are made. The Department may withhold payments to a Prime Contractor or an Employer for noncompliance with this Agreement or Project Contract.

8.3 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 Project Work, except to the extent provided for in any applicable prevailing wage rate determination.

8.4 Compliance with Prevailing Wage Laws: The Department shall monitor and enforce state prevailing wage requirements with regard to Project Work, as required by law.

## ARTICLE IX
## DISPUTE RESOLUTION PROCEDURE

9.1 This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

9.2 All Parties realize the importance to maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the dispute resolution procedures set forth in this Article.

9.3 The PLA Administrator shall facilitate the processing of disputes under this Article, including the scheduling and arrangement of facilities for meetings, the selection of the arbitrator to hear the case, and any other administrative matters necessary to facilitate the timely disposition of the dispute. However, it is the responsibility of the principal parties to any pending dispute to ensure that the applicable time limits outlined in this Article are met.

9.4 Disputes between a Union, an Employer, and/or the Department based on an alleged violation of this Agreement, other than disputes arising under Article IV (Work Stoppages and Lockouts), Article XI (Jurisdictional Disputes), and Article XII (Employee Grievance Procedure), are subject to resolution pursuant to the following process:

Step 1: The grieving party will provide written notice to the responding party (with a copy to the PLA Administrator) of the existence of a dispute based on an alleged violation of this Agreement, with notice provided to addresses on file with the Department. The written notice of dispute will provide a brief description of the factual basis of the dispute, including identification of the Agreement provision(s) allegedly violated by the responding party.

Step 2: Within five business days after receipt of the written notice of dispute, representatives of the parties to the dispute shall meet, either in person or via telephone, and attempt to resolve the dispute in good faith. The PLA Administrator shall have the ability to participate in this meeting.

Step 3: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the conclusion of the Step 2 meeting, the grieving party shall, within five business days after the Step 1 meeting, provide a written request to the PLA Administrator (with copies to the other parties to the dispute) to discuss the dispute and detailing the factual basis of the dispute, identifying the Agreement provision(s) allegedly violated by the responding party, and describing the parties' efforts to resolve the dispute. The representatives of the parties to the dispute shall meet in person within 10 business days (or such longer time as all of the involved parties and PLA Administrator mutually agree) after receipt by the PLA Administrator of the

request to discuss the dispute. The PLA Administrator shall have the ability to participate in this meeting. If the dispute is not resolved within 48 hours of the conclusion of the Step 3 meeting, the dispute may be submitted to final and binding arbitration, as described in Step 4, below.

Where the Department is **not** a party to the dispute:

Step 4: In the event a dispute cannot be satisfactorily resolved within the time limits established above, either party may request in writing to the PLA Administrator (with copies to the Department and the Council) within seven calendar days after the meeting held pursuant to Step 3, that the grievance be submitted to an arbitrator selected from the following list of permanent arbitrators: (1) Joseph Gentile; (2) Michael Rappaport; (3) Walter Daugherty; (4) Sara Adler; and (5) Luella Nelson. The PLA Administrator shall contact all arbitrators for their availability and assign the next available arbitrator to hear the case to ensure the prompt remedy of the dispute. If none of the five arbitrators is available, the Department and the Council shall select additional arbitrators by mutual agreement.

Where the Department **is** a party to the dispute:

Step 3: If the parties to the dispute are unable to satisfactorily resolve the dispute within 48 hours of the Step 2 meeting, the grieving party may, within seven calendar days of the conclusion of the Step 2 meeting, request in writing to the PLA Administrator (with copies to other parties) that the dispute be settled by arbitration administered by the American Arbitration Association (AAA), using the "Fast Track Procedures" set forth in AAA's Construction Industry Arbitration Rules and Mediation Procedures, with arbitration hearings located in Los Angeles, California.

9.5 The arbitrator's decision shall be final and binding upon the parties to the dispute. The arbitrator shall not have the authority to alter, amend, add to, or delete from the provisions of this Agreement in any way. The failure of any party to attend said hearing shall not delay the hearing of evidence or the issuance of any decision by the arbitrator. Should any party seek judicial enforcement of the award made by the arbitrator, the prevailing party shall be entitled to receive its reasonable attorney fees and costs.

9.6 The time limits specified in any step of the dispute resolution procedures set forth in Section 9.4 may be extended by the mutual written agreement of the parties to the dispute. However, failure to process a dispute, or failure to submit written notice within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such dispute without prejudice or without precedent to the processing and/or resolution of like or similar disputes.

9.7 In order to encourage the resolution of disputes at Steps 2 and 3 of the dispute resolution procedure, the Parties agree that any settlements made during such steps shall not be precedent-setting.

9.8 The parties to a dispute will bear their own costs of participating in Steps 1 through 3 of the dispute resolution procedure. The fees and expenses incurred by the arbitrator, as well as

those jointly utilized by the parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the parties to the arbitration proceeding.

## ARTICLE X
## JOINT ADMINISTRATIVE COMMITTEE

10.1 The Department and Council through mutual agreement may establish a seven-person Joint Administrative Committee (JAC) to assist in implementation and oversight of this Agreement. The JAC shall be comprised of three representatives of the Department, to be appointed by and serve at the pleasure of the Department; three representatives of the Unions, to be appointed by and serve at the pleasure of the Council; and one representative of the Prime Contractor, to be appointed by and serve at the pleasure of the Prime Contractor. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

10.2 The JAC shall meet as required to review the implementation of this Agreement and the progress of the Project. The JAC shall have no authority to make determinations upon or to resolve grievances arising under this Agreement or to bind Parties.

## ARTICLE XI
## JURISDICTIONAL DISPUTES

11.1 The assignment of work will be solely the responsibility of the Employers 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.

11.2 All jurisdictional disputes on this Project between or among the Unions and the Employers shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Employers and Unions parties to this Agreement.

11.2.1 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 applicable Building and Construction Trades Council within 14 days of the selection of the arbitrator. All other procedures shall be as specified in the Plan.

11.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown 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.

## ARTICLE XII
## EMPLOYEE GRIEVANCE PROCEDURE

12.1 Should a grievance arise regarding the discipline or dismissal of an employee working on Project Work, all such grievance(s) shall be processed, exclusively, under the grievance procedure contained in the applicable Master Labor Agreement, rather than under the provisions of the Grievance Arbitration provisions of Article IX.

## ARTICLE XIII
## MANAGEMENT RIGHTS

13.1 Each Employer retains the full and exclusive authority for the management of its operations, as set forth in this Article, which shall not be in conflict with this Agreement or the Master Labor Agreements. This includes, but is not limited to, the right to direct their work force and to establish coordinated working hours and starting times.

13.2 The Employer shall be the sole judge of the number and classifications of employees required to perform work subject to this Agreement. The Employer shall have the absolute right to hire, promote, suspend, discharge, or lay off employees at their discretion and to reject any applicant for employment in compliance with Article V and state and federal law.

13.3 Nothing in this Agreement shall be construed to limit the right of any of the Employers or the Department to select the lowest bidder it deems qualified for the award of contracts or subcontracts or material, supplies, or equipment purchase orders on the Project. Employers and the Department shall have the absolute right to award contracts or subcontracts for Project Work to any qualified Employer notwithstanding the existence or non-existence of any agreements between such Employer and any Union, provided only that such Employer is willing, ready and able to execute and comply with this Agreement should such Employer be awarded Project Work. The right of ultimate selection remains solely with the Employer and Department.

## ARTICLE XIV
## SAFETY, PROTECTION OF PERSON AND PROPERTY

14.1 It shall be the responsibility of each Employer to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the Department, the State of California, an Employer, and a Prime Contractor. It is understood that the 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 an Employer, a Prime Contractor, the Department, and the State of California.

14.2 Employees shall be bound by the safety, security, and visitor rules established by an Employer, the Department, and a Prime Contractor. These rules will be published and posted in conspicuous places by the Employer throughout the work site. An employee's failure to satisfy the obligations under this Article will subject the employee to discipline, including discharge.

14.3 The Parties to this Agreement adopt the Council-approved Drug and Alcohol

Testing Policy, a copy of which is attached as **Attachment D** to this Agreement and which shall be the policy and procedure utilized under this Agreement.

## ARTICLE XV
## SAVINGS CLAUSE

15.1 The Parties agree that in the event any article, provision, clause, sentence, or word of this Agreement is determined by a court of competent jurisdiction to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect. The Parties further agree that if any article, provision, clause, sentence, or word of this Agreement is determined by a court of competent jurisdiction to be illegal or void, the Parties shall substitute, by mutual agreement, in its place and stead, an article, provision, sentence, or word that will address the objections to the original language's validity and that will be in accordance with the intent and purpose of the article, provision, clause, sentence, or word in question.

## ARTICLE XVI
## PRE-JOB CONFERENCE

16.1 Each Prime Contractor will conduct a pre-job conference with the Department, the PLA Administrator, the Unions, and the Council prior to commencing Project Work. The Prime Contractor shall notify the Council 10 business days in advance of the conference, and the Council shall notify the Unions. Employers of all tiers will be advised in advance of the conference and shall participate. All work assignments shall be disclosed by the Employers at a pre-job conference held in accordance with industry practice. Should a Union dispute a work assignment that has been disclosed and discussed at the pre-job conference with the Union representative present, the Union shall proceed to file a claim pursuant to Article XI of this Agreement, after notification of the Prime Contractor, the PLA Administrator, and the Department. If additional Project Work is contemplated that was not covered at the initial pre-job conference, relevant Employers shall hold an additional pre-job conference for such work. If an Employer intends to change the work assignment after the pre-job conference, or any Employer wishes to make an assignment of work not previously described, the Employer must notify such parties, the Unions, and the Council, prior to performance of work under the change in assignment. If any Union has a dispute over such changed or newly discovered assignment, the Union shall proceed to file a claim pursuant to Article XI of this Agreement, with notifications as described above. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slowdown of any nature and the Employer's assignment shall be adhered to until the dispute is resolved.

## ARTICLE XVII
## STEWARD

17.1 Each Union shall have the right to designate one working craft employee as a steward for each Employer employing such craft on the Project. Such designated steward shall be a qualified employee assigned to a crew and shall perform the work of the craft. The steward shall not perform supervisory duties. Under no circumstances shall there be nonworking stewards. Stewards shall be permitted a reasonable amount of time during working hours to perform

applicable Union duties related to the work being performed by the craft employees of his Employer and not to the work being performed by other Employers or their employees.

17.2 Authorized representatives of the Unions shall have access to Project sites, provided that such representatives fully comply with posted visitor, security, safety rules, and requirements of the Project, and provided that they do not unnecessarily interfere with the work of the employees or the employees of the Department or any Prime Contractor or cause them to neglect their work.

## ARTICLE XVIII
## APPRENTICES

18.1 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 surrounding the former Exide Facility, and the opportunities to provide continuing work on the Project. To these ends, the Parties will facilitate, encourage, and assist Targeted Workers to commence and progress in Joint Labor/Management Apprenticeship and/or Training Programs in the construction industry leading to participation in such apprenticeship programs. The Department, the PLA Administrator, and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for Targeted Workers interested in entering the construction industry and will help prepare them for the formal Joint Labor/Management Apprenticeship Programs maintained by the Unions.

18.2 Use of Apprentices: Apprentices used on Project Work shall be registered and participating in Joint Labor/Management Apprenticeship Programs approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards ("DAS"). Parties agree to a goal of utilization of Apprentices of thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by DAS establish a lower maximum percentage. If the DAS standards for a particular craft allow a higher maximum percentage, Employers are encouraged to utilize apprentices at the highest permissible ratio.

18.2.1 The Unions agree to cooperate with Employers in furnishing apprentices as requested up to the maximum percentage. The PLA Administrator will work with the Unions to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

18.2.2 The Parties agree that apprentices will not be dispatched to Employers working under this Agreement unless there is a journeyman working on the job site where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which the apprentice is participating.

18.2.3 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. As set forth in the California Code of Regulations, Title 8, Section 205, and for purposes of this Agreement, a "journeyman" is a

person who has either completed an accredited apprenticeship in his or her craft or has completed the equivalent of an apprenticeship in work experience 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 Employer shall provide adequate proof evidencing the worker's qualification as a journeyman to the PLA Administrator and the Council, and may be resolved through the grievance procedure of Article IX.

## ARTICLE XIX
## SMALL BUSINESS AND DISABLED-VETERAN OWNED BUSINESS PROGRAMS

19.1 The Parties recognize that the Project is subject to the California's Small Business Preference Program, pursuant Executive Order S-02-06, and the Disabled Veteran Business Enterprise (DVBE) Program, pursuant to Public Contract Code §10115 et seq., Military and Veterans Code § 999 et seq., and California Code of Regulations (CCR), Title 2, § 1896.60 et seq. Pursuant to these programs, the IFB sets forth a twenty-five percent (25%) participation requirement for state-certified small businesses (including state-certified microbusinesses) and a three percent (3%) participation requirement for state-certified disabled-veteran owned businesses.

19.2 For the purposes of this Agreement, the definition of "Project Work" shall not include a subcontract of under $50,000 that is performed by a state-certified small business or disabled-veteran owned business. The aggregate value of all subcontracts falling under this exemption will not exceed one percent (1%) of the value of all Project Work. Contracts and construction work excluded from the definition of "Project Work" pursuant to this Section 19.2 shall not be subject to terms of this Agreement.

19.3 No Union shall undertake any strike, work stoppage, or other action against an Employer performing work excluded pursuant to Section 19.2, and the Parties expressly agree that any such work shall not be subject to trust fund contributions by application of this Agreement. This Agreement shall not limit the rights of Unions to seek to organize and to utilize legal and administrative remedies not precluded by this Agreement, according to applicable federal or state laws, to secure such rights.

19.4 The Parties agree that they will cooperate with all efforts of the Department, the Prime Contractor, and other organizations retained by the Department to encourage and assist with the participation small businesses and disabled-veteran owned businesses in Project Work. Specifically, all Parties understand that the Department has established and quantified goals that place a strong emphasis on the utilization of small businesses and disabled-veteran owned businesses on the Project. The Parties to this agreement actively support the state's 25% certified small business enterprise participation goal and the 3% disabled veteran-owned business enterprise requirement and shall ensure that provisions of this Agreement do not impede participation of such firms.

19.4.1 Each Party agrees that it shall employ demonstrable efforts to encourage utilization of small businesses and disabled-veteran owned businesses in an effort to achieve such goals. This may include, for example, participation in outreach programs and education

and assistance to small businesses and disabled-veteran owned businesses not familiar with working on a project of this scope or under the terms of a project labor agreement. Further, the parties shall ensure that the provisions of this Agreement do not impede participation of such small businesses and disabled-veteran owned businesses

19.4.2 In furtherance of the Parties' demonstrable efforts to encourage participation of small businesses and disabled-veteran owned businesses, the Unions further agree to work with the Department in organizing an outreach event to educate contractors and subcontractors on the state certification process and to provide information on the Project. The Department will sponsor this event to certify eligible participants and provide information regarding the Project. The Unions commit to provide outreach for this event.

## ARTICLE XX
## MISCELLANEOUS

20.1 Term. This Agreement shall take effect upon execution by the Department, the Council, and each union listed with signature lines below. This Agreement shall continue in effect until completion of all Project Work.

20.2 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Signature pages transmitted electronically or by fax to other Parties shall be deemed equivalent to original signatures.

20.3 Warranty of Authority. Each person signing this Agreement or executing a Letter of Assent represents and warrants that he or she has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by executing this Agreement or a Letter of Assent warrants and represents that such party is legally authorized and entitled to commit to and satisfy requirements of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

**CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

Dated: Aug. 23, 2017

BY: _____

Name: Barbara A. Lee

Title: Director, DTSC

**LOS ANGELES /ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL**

Dated: 8-23-17

BY: _____

Name: RON MILLER

Title: EXECUTIVE SECRETARY

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

Asbestos Heat & Frost Insulators (Local 5)

Name: MICHAEL PATTERSON

Date: 9-6-17

Boilermakers (Local 92)

Name: Mark Thomas

Date: 10-4-17

Bricklayers & Allied Craftworkers (Local 4)

Name: LUPE ALDACO Jr.

Date: 9/6/17

Cement Masons (Local 600)

Name: Fitzgerald Santos

Date: 10/2/17

Electricians (Local 11)

Name: Marc Greenfield

Date: 9-25-17

Elevator Constructors (Local 18)

Name:

Date:

Gunite Workers (Local 345)

Name: Ed Leain

Date: 10-2-2017

Iron Workers (Reinforced – Local 416)

Name: Matt Keeble

Date: 9/19/2017

Iron Workers (Structural – Local 433)

Name: F Richard Brown

Date: 9-18-17

District Council of Laborers

Name: Armando Esparza

Date: 9/6/17

Laborers (Local 300)

Name: SERGIO RASON

Date: 10-02-17

Operating Engineers (Local 12)

Name: RONALD J SIKORSKI

Date: 10/9/17

Operating Engineers (Local 12)

Name: Dan E Hawn

Date: 10/9/17

Operating Engineers (Local 12)

Name: LARRY DAVISON

Date: 10/9/17

Painters & Allied Trades DC 36

Name: MARK BARTLETT

Date: _____

Pipe Trades (Local 250)

Glenn Santa Cruz G.T.

Name: Glenn Santa Cruz G.T.

Date: 9/28/17

Pipe Trades (Local 345)

Name: Vincent Diaz

Date: 10/13/17

Pipe Trades (Plumbers Local 78)

Name: Douglas A Marian

Date: 10/3/17

Pipe Trades (Sprinkler Fitters Local 709)

Name: Rick Vazquez

Date: 9/27/17

Plasterers (Local 200)

Name: DAVID CASEY

Date: 7/25/17

Plaster Tenders Local (1414)

Name: James Precinado

Date: 10/4/17

Roofers & Waterproofers (Local 36)

Name: Frank D. Mora

Date: 9/13/2017

Sheet Metal Workers (Local 105)

Name: LUTHER B. MOLINA

Date: SEPT. 6, 2017

Teamsters (Local 986)

Name:

Date: 10-16-2017

Southwest Regional Council of Carpenters

Name: James Fagan

Date: 10/16/17

**ATTACHMENT A**
**LETTER OF ASSENT**

To be signed by all contractors and subcontractors awarded Project Work

[Contractor's Letterhead]

PLA Administrator
[address]

Re: Letter of Assent for Project Labor Agreement for the former Exide Technologies, Inc. Battery Recycling Facility Phase 2 Cleanup Project

To Whom it May Concern:

This is to confirm that [name of company] ("Company") agrees to be bound by the Project Labor Agreement for the former Exide Technologies, Inc. Battery Recycling Facility Phase 2 Cleanup Project (the "Agreement"), effective _____, 2017, as the Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. The obligation to comply with requirements of the Agreement shall extend to all work covered by the Agreement undertaken by this Company, and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

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

## ATTACHMENT B
## COMMUNITY RESIDENT AND LOCAL RESIDENT ZIP CODES

**"Community Resident" definition: An individual whose primary place of residence is within any of the following areas: the Preliminary Investigation Area,[1] the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the cities of Commerce, Vernon, Maywood, Bell, and Huntington Park:**

| Zip Code | City | Zip Code | City |
|---|---|---|---|
| 90023 | Neighborhood of Boyle Heights | 90058 | Vernon |
| 90063 | Neighborhood of Boyle Heights | 90270 | Maywood |
| 90023 | Unincorporated East Los Angeles | 90201 | Bell |
| 90022 | Commerce | 90202 | Bell |
| 90023 | Commerce | 90255 | Huntington Park |
| 90040 | Commerce | | |
| 90091 | Commerce | | |

**"Local Resident" definition: A resident of low-income zip codes within 10 miles of the former Exide Facility:**

| Zip Code | City | Zip Code | City |
|---|---|---|---|
| 90001 | Los Angeles | 90047 | Los Angeles |
| 90002 | Los Angeles | 90057 | Los Angeles |
| 90003 | Los Angeles | 90058 | Los Angeles |
| 90004 | Los Angeles | 90059 | Los Angeles |
| 90005 | Los Angeles | 90062 | Los Angeles |
| 90006 | Los Angeles | 90063 | Los Angeles |
| 90007 | Los Angeles | 90065 | Los Angeles |
| 90008 | Los Angeles | 90071 | Los Angeles |
| 90010 | Los Angeles | 90079 | Los Angeles |
| 90011 | Los Angeles | 90089 | Los Angeles |
| 90012 | Los Angeles | 90201 | Bell Gardens |
| 90013 | Los Angeles | 90220 | Compton |
| 90014 | Los Angeles | 90221 | Compton |
| 90015 | Los Angeles | 90222 | Compton |
| 90016 | Los Angeles | 90247 | Gardena |
| 90017 | Los Angeles | 90249 | Gardena |
| 90018 | Los Angeles | 90250 | Hawthorne |
| 90019 | Los Angeles | 90255 | Huntington Park |
| 90020 | Los Angeles | 90262 | Lynwood |
| 90021 | Los Angeles | 90270 | Maywood |
| 90022 | Los Angeles | 90280 | South Gate |
| 90023 | Los Angeles | 90301 | Inglewood |

[1] The Preliminary Investigation Area includes the zip codes associated with the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the cities of Commerce, Vernon, Maywood, Bell, and Huntington Park identified in the table below.

| | | | |
|---|---|---|---|
| 90026 | Los Angeles | 90302 | Inglewood |
| 90027 | Los Angeles | 90303 | Inglewood |
| 90028 | Los Angeles | 90304 | Inglewood |
| 90029 | Los Angeles | 90640 | Montebello |
| 90031 | Los Angeles | 90660 | Pico Rivera |
| 90032 | Los Angeles | 90670 | Santa Fe Springs |
| 90033 | Los Angeles | 90706 | Bellflower |
| 90037 | Los Angeles | 90723 | Paramount |
| 90038 | Los Angeles | 90805 | Long Beach |
| 90042 | Los Angeles | 91204 | Glendale |
| 90043 | Los Angeles | 91205 | Glendale |
| 90044 | Los Angeles | 91754 | Monterey Park |
| | | 91755 | Monterey Park |
| | | 91770 | Rosemead |
| | | 91801 | Alhambra |
| | | 91803 | Alhambra |

# ATTACHMENT C
# CRAFT REQUEST FORM

California Department of Toxic Substances Control

Exide Cleanup Project – Project Labor Agreement

## 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 Union 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 Targeted Hiring Program for the California Department of Toxic Substances Control's Exide Cleanup Project establishes the following percentage goals for Project Work hours:

**Community Residents: 20%.** "Community Resident" means an individual whose primary place of residence is within the Preliminary Investigation Area, the neighborhood of Boyle Heights in the City of Los Angeles, unincorporated East Los Angeles, and the cities of Commerce, Vernon, Maywood, Bell, and Huntington Park. A list of these zip codes in these areas is attached to the Project Labor Agreement as Attachment B.

**Local Residents: 30%.** "Local Resident" means a resident of low-income zip codes within a 10-mile radius of the former Exide Facility. A list of these zip codes is attached to the Project Labor Agreement as Attachment B.

**Transitional Workers: 25%.** "Transitional Worker" means a qualified individual who is a resident of Los Angeles County and who meets one or more of the following categories: (1) is a veteran or the eligible spouse of a veteran of the United States Armed Forces; (2) is a custodial single parent; (3) is a former foster youth; (4) is currently homeless or has been homeless within the last year; (5) has experienced unemployment for the past three months; (6) has a documented annual income at or below one-hundred percent (100%) of the Federal Poverty Level; (7) has a history of involvement in the criminal justice system; (8) does not possess a high school diploma or a GED; (9) is a current recipient of governmental assistance benefits; (10) being an apprentice with less than 15% of the apprenticeship hours required to graduate to journey level in a program as described in Section 1.2 above; or (11) is a "New Environmental Worker," as defined below.

**New Environmental Workers: 50% of work performed within the California Department of Industrial Relations' "Asbestos and Lead Abatement (Laborer)" prevailing wage classification.** "New Environmental Worker" means either (i) a worker who, within the past year prior to being hired on the Project, graduated from the DTSC's WERC Program, or (ii) is a Community Resident who, within the past year prior to hiring on the project, became newly certified by the California Department of Public Health to perform lead-related construction work in California.

**TO THE UNION:** Please complete the "Union Use Only" section on the final 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:** Project Labor Coordinator
**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 | Targeted Hiring Program category or categories needed | 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 _____ |
| COMMUNITY RESIDENT | Yes _____ | No _____ |
| LOCAL RESIDENT | Yes _____ | No _____ |
| TRANSITIONAL WORKER | Yes _____ | No _____ |
| NEW ENVIRONMENTAL WORKER | Yes _____ | No _____ |
| GENERAL DISPATCH FROM OUT OF WORK LIST | Yes _____ | No _____ |

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

**ATTACHMENT D**
**DRUG AND ALCOHOL TESTING POLICY**

**LOS ANGELES/ORANGE COUNTIES**
**BUILDING AND CONSTRUCTION TRADES COUNCIL**
**APPROVED**
**DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the 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 Project Labor Agreement ("PLA").

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

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the 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 thePLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of 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

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 National Institute on Drug Abuse (NIDA), 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 National Institute on Drug Abuse. 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 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 NDA. The retest must be performed within 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.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/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 N.I.D.A. 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/m* | 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 |

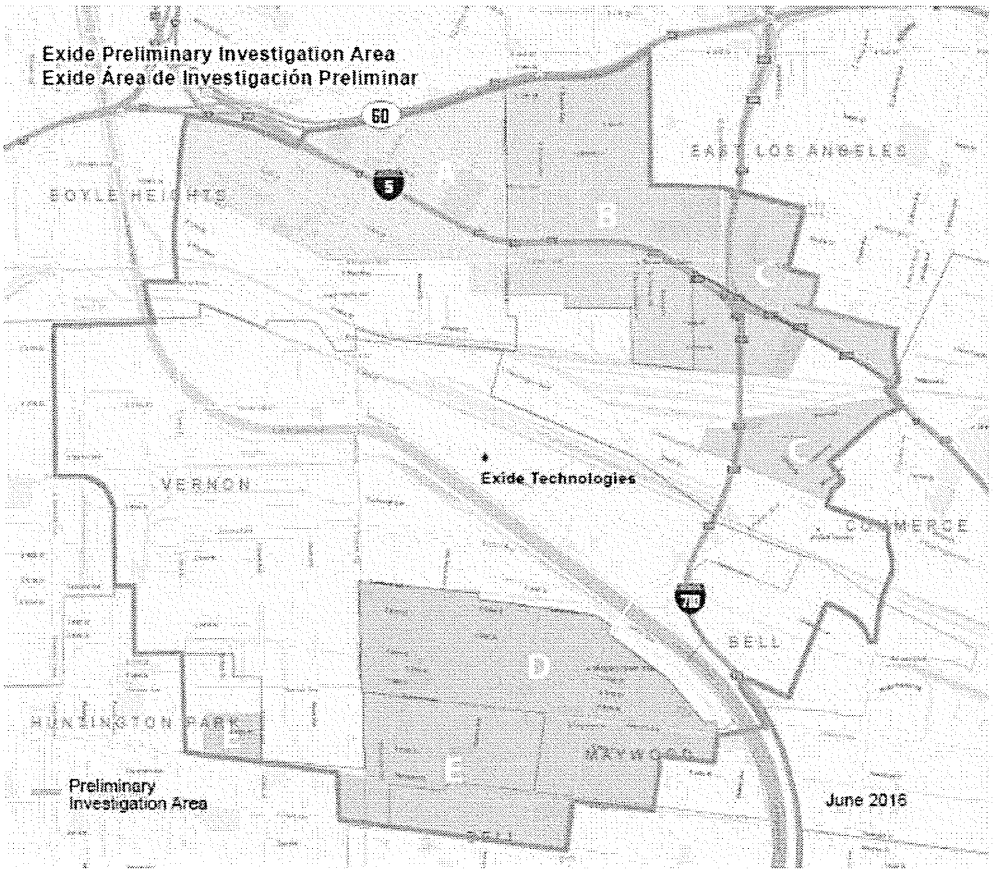
* SAMHSA specified threshold

** 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.

# EXHIBIT 1
# PRELIMINARY INVESTIGATION AREA MAP