

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY**

**LIVING WAGE
AND
SERVICE CONTRACTOR WORKER RETENTION
POLICY MANUAL**

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METROPOLITAN TRANSPORTATION AUTHORITY

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1.0 GENERAL PROVISIONS

1.1 METRO'S LIVING WAGE POLICY AND SERVICE CONTRACT WORKER RETENTION POLICY

I. BACKGROUND

On December 5, 2013, the Los Angeles County Metropolitan Transportation Authority (Metro) board introduced a motion for staff to evaluate and commit to providing an equitable wage structure for workers on all Metro landscaping and irrigation maintenance services contracts. By implementing a Living Wage Policy Metro will ensure minimum levels of compensation, which will provide workers a higher standard of living, and improve the level of services provided to the public.

The board motion also requested staff conduct an analysis on adopting and implementing a service contract worker retention policy which will retain, for transition purposes, employees of the previously employed Contractor for a period of no more than ninety (90) days.

II. LIVING WAGE POLICY

A. Payment of Minimum Compensation to Employees

It is the policy of Metro that persons doing work on, for or on behalf of Metro be paid a living wage, be provided with or are able to afford health benefits, have reasonable time off, not be subject to lay off merely because Metro changes Contractors and should work in an environment of labor peace.

Metro has adopted living wage rates implemented by the Los Angeles World Airports (LAWA). These rates will be reviewed each fiscal year, no later than the July 5th to determine if any adjustment should be made based on any change as of June 30th of the previous fiscal year.

If the contract is subject to a federal or state prevailing wage requirement, the highest of the three wage rates shall apply. Proof of the provision of benefits must be submitted to Metro with the executed contract.

B. Compensated Time Off to Employees

The Contractor or Subcontractor shall provide twelve (12) days of compensated time off per year for full time employees, and six (6) days of compensated time off for part time employees, who meet the criteria set forth in this policy as a covered employee. Paid

holidays, paid sick days, paid vacation and paid personal days shall count toward the required twelve (12) or six (6) days.

III. SERVICE CONTRACT WORKER RETENTION POLICY

1. Application

The employee retention requirements under this policy will apply to contracts (subject to this policy) which are greater than \$25,000 and provide for the continuation of a service currently provided by another Contractor, including the following contracts:

1. Asphalt and Concrete Repair
2. Facility and Building Maintenance
3. Food Services
4. Janitorial and Custodial
5. Landscaping
6. Laundry Services
7. Moving Services
8. Office and Clerical (copier maintenance, facsimile maintenance, courier mailing, photographic, printing, collections)
9. Parking Lot Management
10. Pest Control
11. Security
12. Street Sweeping
13. Towing
14. Trash Collection
15. Tree Trimming
16. Weed Abatement and Debris Removal
17. Any other Service or labor determined by the Metro Board of Supervisors Executive Management to meet the intent of this Policy

2. Retention Employee

A Retention Employee is any person employed by the predecessor Contractor or any Subcontractor to the predecessor Contractor who:

- a. Provides direct labor or service on a Metro contract
- b. Is not an "exempt" employee under the Fair Labor Standards Act
- c. Has been employed for at least the twelve (12) month period prior to the date of the new contract by the predecessor service Contractor or Subcontractor and is paid less than \$15.00 per hour

3. Employment

Employment shall be offered to all qualified retention employees.

- a. The new service Contractor or Subcontractor may deem a retention employee not to be qualified only if:
 - i. The employee has been convicted of a crime that is related to the job or to his or her job performance
 - ii. The Contractor can demonstrate to Metro that the employee presents a significant danger to customers, co-workers, or Metro staff
- b. The new service Contractor or Subcontractor may treat any of its current employees as retention employees for purposes of this policy who, based on payroll records or other reliable evidence can be shown to the satisfaction of Metro:
 - i. Have been employed for at least the twelve (12) month period prior to the date of the new contract by the Contractor or Subcontractor
 - ii. Would otherwise need to be terminated as a result of this program
- c. In the event that the service Contractor or Subcontractor does not have enough positions available for all qualified retention employees and its current eligible retention employees, the service Contractor or Subcontractor will hire the predecessor Contractor's qualified retention employees and retain its current employees who are eligible for retention under this Policy based on seniority within each employment classification.

For any positions that become available during the initial ninety (90) day period of the new contract, the service Contractor or Subcontractor will hire qualified retention employees and rehire its current employees who are eligible for retention under this Policy based on seniority within each employment classification.

IV. RETENTION

Qualified employees of the predecessor Contractor may not be discharged without cause during the initial ninety (90) day period of their employment under the new contract.

Each such qualified retention employee who receives a satisfactory performance evaluation at the end of the initial ninety (90) day period of employment will be offered continued

employment under terms and conditions established by the Contractor or Subcontractor for all of its employees.

V. THIRD TIER REVIEW

With respect to requests for proposals regarding contracts identified in Section III (1) all proposers shall be required to undergo what is commonly referred to as an Employee Retention Plan. This is the process under which Metro considers the proposer's history as a Contractor and working condition commitments in evaluating the proposals. All proposers will be required to address the following in their Employee Retention Plan:

1. **Compensated Days Off**
The proposal shall describe the compensated days off per year, including holidays, sick leave, vacation and personal leave.
2. **Employee Retention Requirements**
The proposer will be required to provide requested information and documentation with regard to staffing needs under the contract and how many, if any, of its current employees would need to be considered for retention purposes.
3. **Covered Employees**
Any person employed by the Contractor or any Subcontractor, notwithstanding the location of the person, who:
 - a. Is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation;
 - b. Expends at least half of his or her time on work for Metro;
 - c. Is at least eighteen (18) years of age

VI. ADMINISTRATION

Metro's Diversity & Economic Opportunity Department shall monitor compliance, including the investigation of claimed violations, and may promulgate additional regulations consistent with this Policy.

VII. REPORTS

The Labor Compliance Administrator of the Diversity & Economic Opportunity Department shall file an annual report on compliance with the Metro Board.

VIII. PROPOSAL AND CONTRACT LANGUAGE

All proposals and Metro contracts subject to this policy shall contain the following paragraph or substantially equivalent language:

1. Living Wage Policy

The contract is subject to Metro's Living Wage Policy and any implementing regulations. The Policy requires among other things, that unless specific exemptions apply, all Contractors, as defined, under service contracts shall provide payment of a minimum level of compensation to employees, which include the cost of health benefits and a minimum number of days of compensated time off. Failure to provide the living wage compensation and compensated time off may result in termination of the contract or recommendation for debarment from future contracts. The service or labor contract shall include the employee retention requirement set forth in this Policy, if applicable.

2. Service Contractor Worker Retention Policy

This Contract may be subject to the Service Contractor Worker Retention Policy ("SCWRP") which is incorporated herein by reference. If applicable, Contractor must also comply with the SCWRP which requires that, unless specific exemptions apply, all Contractors under contracts that are primarily for the furnishing of services to or for Metro and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000) and a contract term of at least three (3) months, shall provide retention by a successor Contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated Contractor or Subcontractor, if any, as provided for in the SCWRP. Metro has the authority to terminate this Contract and otherwise pursue legal remedies that may be available if Metro determines that the subject Contractor violated the provisions of the SCWRP.

IX. RETENTION PROGRAM

To the extent Metro is able to obtain the information, Metro will provide the service Contractor or Subcontractor with a list of names, addresses, dates of hire and employment classifications for all covered employee of the outgoing service Contractor or Subcontractor who are interested in continued employment.

Contracts entered into after the adoption of this Policy shall obligate the Contractor or Subcontractor to provide names of all qualified retention employees at the end of the contract.

X. ENFORCEMENT

The service contract agreement shall provide that if a violation of any provision of this Policy occurs and is not corrected after written notice, Metro may, at its option, take any or all of the following actions:

1. Suspend and/or terminate the contract agreement for cause;
2. Require the Contractor to pay any amounts underpaid in violation of the required payments and Metro's administrative costs and liquidated damages.
3. Debar the Contractor or Subcontractor from future Metro contracts.

1.2 DEFINITIONS

- **Awarding Authority** means that subordinate or person of Los Angeles County Metropolitan Transportation Authority - Metro (such as a department) that awards or is otherwise responsible for the administration of a service contract.
- **Contractor** means any person who enters into a service contract with Metro
- **DEOD** is the acronym for the Diversity and Economic Opportunity Department. This is the department that the Labor Compliance Unit falls under.
- **Employee** means any person -- who is not a managerial, supervisory, or confidential employee and who is not required to possess an occupational license – who is employed (1) as a service employee of a Contractor or Subcontractor on or under the authority of one or more service contracts and who expends any of his or her time thereon, including but not limited to: weed abatement, debris removal, asphalt and concrete repair, tree trimming, landscaping, trash collection, pest control and freeway beautification.
- **Employee Service Contractor Worker Retention Policy** for purposes of applying the provisions of the Service Contractor Worker Retention Policy includes only those employees of a Contractor or Subcontractor who work on or under the authority of a Metro service contract and who meets all the following requirements: (1) earns under \$15 per hour for work performed on or under the authority of the service contract; (2) has been employed with the Contractor or Subcontractor for the preceding 12 months; and (3) whose primary place of employment is under the authority of the service contract.

- **Person** means any individual, proprietorship, partnership, joint venture, corporation, Limited Liability Company, trust, association, or other entity that may employ individuals or enter into contracts.
- **Service Contract** means a contract in excess of \$25,000 and in duration of three months or longer awarded to a Contractor by Metro, primarily for the furnishing of services to or for Metro.
- **Subcontractor** means any person not an employee that enters into a contract (and that employs employees for such purpose) with a contractor or Subcontractor to assist the contractor in performing a service contract. Thus, vendors of a service Contractor are not regarded as “Subcontractors” for this purpose.
- **Successor Contract** means a contract to provide services that are substantially similar to the services provided by a prior, recently terminated contract. A service contract will be considered a “recently terminated” contract subject to the SCWRP if, at the time the contract is being terminated, the awarding department planned to put into place, or contemplated putting into place, another contract to provide for services that are substantially similar to those provided under the contract being terminated. The resulting contract to provide those substantially similar services is subject to the SCWRP as a successor contract. If there is doubt to whether the services to be performed under a new contract are substantially similar to those performed under a recently terminated contract, the DEOD, Procurement Department and Project Manager shall determine the issue considering Metro proprietary interest in the continuity of services.
- **Successor Contractor** means a contractor that is awarded a contract to perform services that are substantially similar to the services performed under a recently terminated or completed contract.
- **Terminated Contractor** a service Contractor whose service contract has been recently terminated. It also includes a Subcontractor to a service Contractor if the contractor is subject to the SCWRP and the service contract between the Contractor and its Subcontractor is terminated prior to the end of the termination of the Metro service contract.
- **Willful Violations** means that the Contractor knew of his, her, or its obligations under the article and deliberately failed or refused to comply with its provisions

2.0 LIVING WAGE POLICY (LWP)

2.1 CONTRACTS SUBJECT TO THE LWP AND THE SCWRP

Contracts greater than \$25,000 over a 12-month period are subject to the Living Wage Policy. A contract shall be subject to the Living Wage Policy if the aggregate value of multiple contracts with Metro, including amendments to contracts, is \$25,000 or more in a consecutive 12-month period.

The types of contracts subject to Metro's Living Wage Policy are:

- Asphalt and Concrete Repair
- Facility and Building Maintenance
- Food Services
- Janitorial and Custodial
- Landscaping
- Laundry Services
- Moving Services
- Office and Clerical (copier maintenance, facsimile maintenance, courier mailing, photographic, printing, collections)
- Parking Lot Management
- Pest Control
- Security
- Street Sweeping
- Towing
- Trash Collection
- Tree Trimming
- Weed Abatement and Debris Removal
- Any other Service or labor determined by the Metro Board of Supervisors Executive Management to meet the intent of this Policy

The Contractor shall not split or subdivide a contract, pay an employee through a third party, or threat an employee as a Subcontractor or independent Contractor to avoid compliance with the LWP.

2.2 PREBID REQUIREMENTS

The Proposer/Bidder must submit the following LWP forms with his or her proposal/bid. The following forms can be found in Appendix A.

- Living Wage Policy Declaration of Compliance (**Form LW-01**)
- LWP/SCWRP Subcontractor Declaration of Compliance Form (**Form LW-02**)
- LWP/SCWRP Staffing Plan (**Form LW-03**)

2.3 LWP REQUIREMENT OF MINIMUM COMPENSATION

Contractors shall pay employees a wage of no less than the hourly rates set under this Policy. The Contractor is required to pay, at minimum, the hourly base rate and health benefit rate in effect each calendar year. The living wage rate shall be updated as benefits costs change and adjusted annually with an effective date of July of each year.

2.4 HEALTH BENEFITS

The Living Wage Policy requires payment of an hourly health benefits rate to covered employees under this Program. At the Contractor's discretion, this amount may be paid in full cash wages or applied toward the cost of health benefits. If the hourly cost of health benefits is less than the required rate, the difference must be added to the hourly wage as cash payment to meet the required full cash wage total.

2.5 COMPENSATED AND UNCOMPENSATED LEAVE

The Contractor or Subcontractor shall provide twelve (12) days of compensated time off per year for full time employees, and six (6) days of compensated time off for part-time employees, who meet the criteria set forth in this policy as a covered employee. Paid holidays, paid sick days, paid vacation and paid personal days shall count toward the required twelve (12) or six (6) days.

2.6 LWP CONTRACTOR REQUIREMENTS

Contractors are required to:

- Post in a conspicuous place, as required by State and Federal laws for other notices to employees (Samples can be found in Appendix B):
 - Living Wage Policy Poster in both English and Spanish **(Form LW-04)**
 - Living Wage Policy Notice to Employees in both English and Spanish **(Form LW-05)**

A copy will be provided to you with your contract documents and is also available on the Metro website.

- Provide notification of all of the requirements of the Policy to any Subcontractors retained by you to perform any or all of the functions covered by the contract; and ensure compliance to the Policy.
- Monitor and update your payroll records to accommodate Living Wage minimum wage and benefit factor rates when applicable.

2.7 REPORTING REQUIREMENTS

Contractors subject the LWP shall maintain, and shall require Subcontractors covered by the LWP to submit original payroll records and maintain copies of payroll records for covered employees. Contractors and Subcontractors must maintain the records for at least three (3) years after Metro's final payment on the contract.

Contractors and subcontracts shall make these records available for inspection to Metro upon request. Contractors shall make a covered employee's individual records available for inspection to the covered employee upon such a request.

A. Contract Subject to Prevailing Wage

For contracts awarded under this Policy which are subject to federal and/or state prevailing wage requirement, each Contractor and Subcontractor must review the State of California, Federal prevailing wage rates and Metro's Living Wage rates, and shall pay highest of the three wage rates.

Prevailing wage rates applicable to any contract awarded under this Policy have been established by the Director of Industrial Relations (DIR) and, for Federally-assisted contracts, by the U.S. Department of Labor, Wage and Hour Division (DOL-WHD) [29CFR Part1]. A copy of the prevailing wage determination(s) applicable to any contract awarded shall be available from the DEOD and shall be included in the contract by reference. A sample of the prevailing wage certified payroll report is located in Appendix C, (Form LW-06), (Form LW-07).

Contracts subject to prevailing wage are subject to all applicable federal and state labor compliance laws, as noted in Metro's Labor Compliance Manual.

B. Contracts Not Subject to Prevailing Wage, but in which the Living Wage Policy Still Applies

Contracts awarded under this Policy shall pay the LWP rate of pay. Contractor and any tier Subcontractor shall pay not less than the specified wage rate to all employees employed in the execution of contracts awarded by Metro under this Policy. Contractors are reminded that the LWP rate of pay may be adjusted annually and therefore the rate of pay reflected in the payroll reports must comply with the current approved rate.

1. Payroll Reports

The Contractor and any tier Subcontractor must keep and certify on a weekly basis an accurate payroll record for compliance with LWP. A sample of the non-prevailing wage payroll and of compliance can be found in Appendix C, **(Form LW-08)**, **(Form LW-09)**.

2. Weekly Submission of LWP Payroll Records

The Contractor and any tier Subcontractor shall submit weekly, at no cost to Metro a certified copy of all payroll records to the DEOD. Reference is made to Appendix C, Metro Certified Payroll Form Form and Statement of Compliance, which shall be used for submission of the LWP Payroll. Payroll records shall be submitted weekly after the first week of work on the job site and submitted weekly thereafter. The copy of payrolls submitted to Metro shall be certified by statement, signed in ink by the Contractor's designated payroll agent, attesting that the payrolls are correct and complete and that the wage rates contained therein are not less than those set by the applicable prevailing wage determination or the Policy, whichever is higher. Samples of the statements of compliance can be found in Appendix C, **(Form LW-07)**, **(Form LW-09)**.

Metro reserves the right to **reject incomplete** payroll reports and request re-submittal of complete reports.

C. Subcontractor Payroll Requirements

Subcontractors are subject to the same requirements as the Prime Contractor. The Contractor shall be responsible for ensuring that all their Subcontractors, regardless of tier, submit LWP Payroll to Metro. In the event that Subcontractor payrolls are not submitted, Metro may withhold contract payment(s) from the Contractor until full compliance.

2.8 METRO ACCESS TO CONTRACTOR RECORDS

Contractors subjected to the LWP shall allow authorized Metro representatives access to work sites, upon request, to monitor compliance and investigate employee complaints. Contractors shall submit and make available, upon request, copies of payrolls, health benefits statements, and related documents to comply with the LWO. Failure to submit documents or allow access to the work sites as requested shall be deemed non-compliance and may result in a recommendation that the Contractor's subject agreement be terminated and/or payments to the Contractor be withheld until access is provided and documentation is submitted.

3.0 SERVICE CONTRACT WORKER RETENTION POLICY

3.1 TYPES OF AGREEMENTS COVERED BY THE POLICY

The SCWRP covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three (3) months.
- In which the primary purpose is to provide services to or for Metro.

3.2 PREBID REQUIREMENTS

The employee retention requirements under this policy will apply to contracts which are greater than \$25,000 and provide for the continuation of a service currently provided by another Contractor.

With respect to requests for proposals regarding contracts identified in Section 2.1, all proposers shall be required to undergo what is commonly referred to as an Employee Retention Plan. This is the process under which Metro considers the proposer's history as a Contractor and working condition commitments in evaluating the proposals. All proposers will be required to address the following in their Employee Retention Plan:

- 1) **Compensated Days Off** – The proposal shall describe the compensated days off per year, including holidays, sick leave, vacation and personal leave.
- 2) **Employee Retention Requirements** – The proposer will be required to provide requested information and documentation with regard to staffing needs under the contract and how many, if any, of its current employees would need to be considered for retention purposes.
- 3) **Covered Employees** – Any person employed by the Contractor or any Subcontractor, notwithstanding the location of the person, who:
 1. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation
 2. Expends at least half of his or her time on work for Metro
 3. Is at least eighteen (18) years of age.

A template of the Employee Retention plan can be found in Appendix D, **(Form LW-10)**.

3.3 POLICY REQUIREMENTS FOR TERMINATED CONTRACTOR

The SCWRP requires the terminated Contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on a Metro agreement for that terminated Contractor or its Subcontractor. The Terminated Contractor shall complete the “Terminated Contractor Employee Information Form and Spreadsheet,” which is listed as Appendix D, **(Form LW-11)**. The awarding authority will provide the information to the successor Contractor.

3.4 POLICY REQUIREMENTS FOR SUCCESSOR CONTRACTOR

The SCWRP requires the Successor Contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least twelve (12) months for the terminated Contractor or its Subcontractors.
- Not discharge the employees retained under the SCWRP without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRP at the end of the 90-day period.

3.5 RIGHTS OF EMPLOYEES RETAINED UNDER THE POLICY

Employees retained under the SCWRP are employed under the terms and conditions of the successor Contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Policy (LWP), the employees must be paid the wage rate and be provided the benefits required by LWP.

3.6 SUCCESSOR CONTRACTOR RESPONSIBILITIES FOR PRIOR CONTRACTOR'S EMPLOYEES

The SCWRP covers only employees who meet all of the following requirements:

- Earn less than \$15.00 per hour.
- Primary job is with Metro, working on or under a Metro agreement.
- Worked for the terminated Contractor or its Subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

3.7 SUCESSOR CONTRACTORS CONTRACT STAFFING NEEDS

The names of the affected employees will be placed in order by seniority within each job classification. The successor Contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor Contractor must use for subsequent hires.

3.8 EXEMPTIONS TO THE SCWRP

Exemptions to the Service Contract Worker Retention Policy shall include:

- The Contractor is a non-profit corporation;
- Total Metro contracts awarded to the Contractor does not exceed \$25,000 in any twelve (12) month period
- Emergency services to prevent or respond to a disaster or imminent threat to public health and safety.

In order to qualify for an exemption, Contractors or Subcontractors must submit an Application for Exemption, which is included in Appendix E, **(Form LW-12)**. The exemption is not valid until the Living Wage Program Manager approves the Contractor's application.

The DEOD shall review Applications for Exemption and, upon approval provide a final determination within 10 working days after receipt of all forms, documentation, and, if necessary, legal opinions.

A determination by the DEOD that a Contractor or Subcontractor is exempt from the SCWRP exempts the Contractor or Subcontractor only for the agreement for which the application was submitted. Approval does not exempt the Contractor or Subcontractor for any other bid or agreement.

An exemption approval does not extend to any Subcontractor unless the

Subcontractor separately applies for and is granted an exemption from the LWP or unless the DEOD has categorically exempted the agreement.

If the DEOD categorically exempts an agreement from the SCWRP , then neither the prime Contractor nor any Subcontractor working on the agreement will be subject to the SCWRP .

4.0 ENFORCEMENT AND VIOLATIONS

4.1 NOTICE TO CONTRACTOR OF LIVING WAGE AND SERVICE CONTRACT WORKER RETENTION POLICY VIOLATIONS

Contractors determined not in compliance with the LWP or SCWRP shall be issued a written notice that the violation must be corrected within ten (10) business days. Requests for reasonable time extensions may be approved by the DEOD.

Failure to adhere to any of the LWP or SCWRP Program requirements shall constitute a breach of contract and may result in Metro terminating the contract for default and/or imposition of appropriate sanctions

DEOD shall notify Metro's Procurement Department of any Contractors that has failed to correct the violation(s) within the specified timeframe and may initiate one or more of the following:

- Mandatory LWP/SCWRP Training
- Suspension of payment(s) to the Contractor
- Termination of the contract for default
- Recommend debarment from Metro contracts for a period of three (3) years or until all penalties and/or restitution have been fully paid.

Contractors determined by Metro to have violated the LWO and/or SCWRP two or more times in a two-year period shall be subject to enforcement actions as outlined

in section 4.1

4.2 PRIME CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTOR

Contractors that are Prime Contractors are responsible for their Subcontractor's compliance and shall ensure:

- All Subcontractors are informed of their responsibilities to comply with LWP and SCWRP
- Required contract language is included in their subcontract agreements
- That the LWP/SCWRP Subcontractor Declaration of Compliance is submitted with bid documents or within five (5) days of contract execution
- All Subcontractors fully cooperate with Metro's investigation of any complaints.

4.3 EMPLOYEE COMPLAINT PROCESS

Any covered employee may lodge a written complaint, listed in Appendix F, **(Form LW-13)**, and/or the DEOD may at any time review, investigate and/or perform random audits of the Contractor's records to verify compliance with the Policy. An employee claiming violation of this Policy may report such claimed violation to the DEOD which shall investigate such complaint. Whether based upon such a complaint or otherwise, where the DEOD has determined that a Contractor has violated this Policy, the DEOD shall issue a written notice to the Contractor that the violation is to be corrected within thirty (30) days. In the event that the Contractor has not demonstrated to the DEOD within such period that it has cured such violation, Metro may assess administrative remedies.

In compliance with California Public Records Act, information and records obtained by Metro in the course of its complaint investigations, including identity of the complainants and witnesses, shall be considered confidential and exempt from public disclosure during the course of the investigation.

Metro shall attempt to complete an investigation into an employee's complaint within 30 to 45 days. If the investigation is not complete within 45 days, Metro will notify the employee of the status of the investigation and provide routine status reports as appropriate.

Corrective payments due employees under the LWP by an Contractor shall be paid to each employee in one payment within the time period specified by Metro in its notice to the Contractor. Proof of correction shall be submitted to Metro within five (5) days of payment to the employee.

4.4 PROHIBITION AGAINST RETALIATION

Neither Contractor as defined under this Policy, nor any other person employing individuals shall discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to Metro with regard to the Contractor's compliance or anticipated compliance with this Policy, for opposing any practice proscribed by this Policy, for participating in proceedings related to this Policy, for seeking to enforce his or her rights under this Policy by any lawful means, or for otherwise asserting rights under this Policy.

APPENDIX A

LIVING WAGE POLICY DECLARATION OF COMPLIANCE

LWP/SCWRP SUBCONTRACTOR DECLARATION OF COMPLIANCE

LWP/SCWRP STAFFING PLAN



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Living Wage Policy
DECLARATION OF COMPLIANCE

To be filled out by the Prime Contractor

Company Name	Contract Number
Company Address	Contract Name
Type of Service	

The above-named contractor hereby declares and agrees as follows:

1. I have read and understand the requirements set forth by Metro’s Living Wage Policy that were provided by Metro in connection with Metro’s request for proposals or other invitation or solicitation for the performance of services under a Metro contract.

2. As a condition of receiving the Metro contract, I agree to fully comply with all of the requirements specified in the Policy. As required by the Policy and while under any Metro contract subject to the Policy, I agree to pay no less than the minimum compensation, including the benefit factor rate as applicable, to all “covered employees” as that term is defined by Metro.

3. If the amount of this Metro contract is less than one hundred thousand dollars (\$100,000), then as a condition of receiving this contract, I agree to notify Metro in writing if the aggregate value of multiple Metro contracts covered by the Policy, including amendments to this contract, is one hundred thousand dollars (\$100,000) or more within any consecutive 12-month period.

4. I acknowledge and agree that the Policy, and this Declaration, shall constitute part of the Metro contract, and that these provisions shall govern in the event of any conflict with any other provisions of the contract.

5. I further acknowledge and agree that any violation of the Policy constitutes a material breach of the Metro contract and that if such a breach occurs, Metro may avail itself of any or all of the remedies for violations that are provided by the Policy.

6. I acknowledge and understand that retaliation and/or discrimination against any employee making a complaint to Metro, asserting his or her rights or assisting another employee in making a

complaint, constitutes a violation of the Policy. In addition, I understand that violated employees may seek any or all of the remedies that are provided by the Policy.

7. If requested by Metro, I agree to promptly submit certified payroll and/or benefits documents to Metro for my firm and/or subcontractor(s) as requested by Metro, and shall take any other steps as may be required by Metro to ensure that my firm and my subcontractor(s) have complied with the Policy. The documents requested may include, but are not limited to, covered employee timesheets, gross pay calculations, pay registers, cancelled checks, medical and dental insurance invoices, paid time off policies, and other related payroll or benefit documents.
8. I agree to require all subcontractors who I retain to perform any or all of the work or services covered by this contract to comply with the requirements of the Policy, and I shall include the requirements of the Policy in all subcontracts covered thereby.
9. I agree to post in a conspicuous place, as required by State and Federal laws for other notices to employees, a notice informing covered employees of their rights under the Policy and a notice of potential Federal Earned Income Tax Credit (EITC) eligibility for covered employees.
10. I have received the "Living Wage Guide" from Metro, explaining the specific requirements of the Policy in detail.
11. I agree to defend, indemnify, and hold harmless Metro, its officers and employees, against any claims, actions, damages, costs (including reasonable attorneys' fees) or other liabilities of any kind arising from any violation of Metro's Living Wage Policy, by my firm or by any subcontractor retained by my firm to perform work or provide services under Metro contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind the Contractor to the provisions of this Declaration.

Signature of Authorized Representative	Date
Print Name	Title



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

**LIVING WAGE / SERVICE CONTRACT WORKER RETENTION POLICY
SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM**

This form must be signed within three (3) days of the execution of the subcontractor and submitted to Metro Labor Compliance. The Prime Contractor must also retain a copy for duration of the project.

TO BE COMPLETED BY THE PRIME CONTRACTOR	
Contract Number:	
Contract Name:	
Prime Contractor Name:	
Subcontractor Name:	
Prime Contractor Representative informing Subcontractor of LWP/SCWRP Requirements (please print):	

If a Subcontractor and Prime fail to submit this form to Metro, both Prime and Subcontractor may be deemed to be in violation of the Living Wage and Service Contract Worker Retention Policy. This may result in the withholding of progress and/or final retention payments or the termination of the Prime Contractor's agreement with Metro.

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

GENERAL REQUIREMENTS:

That a subcontractor that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Policy (SCWRP) and Living Wage Policy (LWP) **must comply with all applicable provisions of the Policies.**

THE SERVICE CONTRACTOR WORKER RETENTION (SCWR) REQUIRES:

In case of a successor service contractor, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCRWP, available from Metro, Diversity & Economic Opportunity Department, website – www.metro.net, for details regarding the wage and benefit requirements of the Policy.

THE LIVING WAGE POLICY (LWP) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

As of July 1, 2014 a wage of at least **\$11.03 per hour with health benefits** of \$4.81 per hour, or **\$15.84 per hour without health benefits** (to be adjusted annually);

- At least **twelve (12) compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees)
- At least **ten (10) additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees)
- Provide to employees making **less than \$15.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

THE LIVING WAGE POLICY (LWP) AND SERVICE CONTRACT WORKER RETENTION POLICY (SCWRP) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized Metro representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by Metro.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Policies and to **comply with federal law** prohibiting retaliation for union organizing). Refer to the LWP, available from Metro, Diversity & Economic Opportunity Department, website – www.metro.net, for details regarding the wage and benefit requirements of the Policy.

TO BE COMPLETED BY THE SUBCONTRACTOR		
Company Name:		
Company Address:		Phone:
Type of service provided:		
Amount of Subcontract:	Subcontract Start Date:	Subcontract End Date:
By signing this Declaration of Compliance, the Subcontractor certifies that it will comply with all applicable provisions of the SCWRP, LWP and any amendments to the Policies		
Name (Printed)		Signature
Title	Phone	Email



Living Wage / Service Contract Worker Retention Policy Staffing Plan

COMPANY NAME:	PRIME:	CONTRACT #:
COMPANY ADDRESS:	WORK LOCATION:	CONTRACT NAME:

	Employee Name	Title/Position	Full or Part Time?	Hire Date	Termination Date	Hours Worked per Week	Hourly Wage Rate	Health Insurance Rate	Total Wage Rate
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

APPENDIX B

LIVING WAGE POLICY POSTER (ENGLISH/SPANISH)

LIVING WAGE POLICY NOTICE TO EMPLOYEES
(ENGLISH/SPANISH)

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

LIVING WAGE POLICY

NOTICE TO EMPLOYEES

If you are working on a Metro contract which is subject to the Living Wage Policy (LWP):

THESE ARE YOUR RIGHTS:

WAGES	\$11.03 per hour, plus health benefits \$15.84 per hour, if no health benefits provided
DAYS OFF	12 compensated days off per year for sick leave, vacation, personal necessity or personal illness
EARNED INCOME CREDIT (EIC)	A federal tax benefit for people who work. For more information about the EIC, call the IRS at 1-800-829-1040

For additional information or assistance, please contact:

Metro Labor Compliance ■ One Gateway Plaza, MS-99-8-3 Los Angeles, CA 90012-2959 ■ Phone: (213) 922- 2600, Option 1



LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

LIVING WAGE POLICY

AVISO PARA EMPLEADOS

Si Usted está trabajando con Metro bajo un contrato sujeto al Living Wage Policy (LWP):

ESTOS SON SUS DERECHOS:

SUELDO	\$11.03 por hora , con beneficios médicos \$15.84 por hora , si no se proporcionan beneficios médicos
DÍAS LIBRES	12 días libres con compensación por año , que puede usar como permiso por enfermedad, vacaciones o para asuntos personales.
CRÉDITO CONTRIBUTIVO SOBRE INGRESOS DEVENGADOS/EARNED INCOME CREDIT (EIC):	Un beneficio impositivo federal para las personas que trabajan. Para recibir información adicional sobre el EIC, llame al IRS al teléfono: 1-800-829-1040

Para obtener más información o asistencia, póngase en contacto con:

Metro Labor Compliance ■ One Gateway Plaza, MS-99-8-3 Los Angeles, CA 90012-2959 ■ Phone: (213) 922-2600, Opción 1,



Metro

NOTICE TO EMPLOYEES LIVING WAGE POLICY

This employer is a contractor with the Los Angeles County Metropolitan Transportation Authority (Metro). This contract is subject to the Living Wage Policy (LWP).

THESE ARE YOUR RIGHTS...

Minimum hourly compensation:

\$11.03/hour plus at least \$4.81 per hour in health benefits, OR
\$15.84/hour without health benefits.

Minimum days off:

12 compensated days off per year (including holidays) for sick leave, vacation or personal necessity at the employee's request.

Tax Credit:

Employees earning less than \$15/hour may be eligible to apply for the Federal Earned Income Tax Credit (EITC). Application forms are available from your employer. For additional information about the EITC and obtaining forms, contact the Earned Income Tax Credit Hotline: 1-800-829-1040.

For additional information or assistance, contact:

Metro Labor Compliance
One Gateway Plaza
Los Angeles, CA 90012-2959
Phone: (213) 922-2600, Option 1



Metro

AVISO PARA EMPLEADOS LIVING WAGE POLICY

Este empleador tiene contrato con Los Angeles County Metropolitan Transportation Authority (Metro). Este contrato está sujeto al Living Wage Policy (LWP).

ESTOS SON SUS DERECHOS...

Una compensación mínima, por hora de:

\$11.03/hora más un mínimo de \$4.81/hora para el pago de beneficios médicos, *OR*

\$15.84/hora sin beneficios médicos.

Días libres, al mínimo:

12 días pagados cada año (días de fiesta incluidos) por razones personales, la enfermedad, o vacación.

Crédito sobre ingresos del trabajo

Si Ud. gana menos de \$15 por hora posiblemente será eligible para el “Crédito por Ingreso del Trabajo” (Earned Income Tax Credit, EITC).

Puede pedir un formulario de su empleador. Para más información sobre el EITC y pedir formularios, llame a la línea informativa del EITC: 1-800-829-1040.

Para información adicional o asistencia, póngase en contacto con:

Metro Labor Compliance
One Gateway Plaza
Los Angeles, CA 90012-2959
Phone: (213) 922-2600, Opción1

APPENDIX C

PREVAILING WAGE CERTIFIED PAYROLL (CPR)

PREVAILING WAGE STATEMENT OF COMPLIANCE

LIVING WAGE PAYROLL FOR NON-PREVAILING WAGE PROJECTS

STATEMENT OF COMPLIANCE FOR LIVING WAGE PROJECTS NOT
SUBJECT TO PREVAILING WAGE



CERTIFIED PAYROLL REPORT

CONTRACTOR NAME:	PRIME:	CONTRACT #:
CONTRACTOR ADDRESS:	WORK LOCATION:	CONTRACT LIC. NO.:
WEEK ENDING:	PAGE(S) OF	FED TAX ID:
		PAYROLL NO.:

EMPLOYEE NAME, ADDRESS AND FULL SSN#	NO. WITHHOLD	WORK CLASSIFICATION	ENTER DATE HERE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED			DEDUCTIONS							WEEKLY NET WAGES	CHECK NO.			
			SUN	MON	TUES	WED	THU	FRI	SAT			THIS PROJECT	OTHER PROJECTS	TOTAL GROSS WAGES	FED TAX	FICA SOC. SEC.	MEDICARE	STATE TAX	SDI	OTHER	TOTAL DEDUCT.					
			ST	OT	DT	\$ -	\$ -	\$ -													\$ -			\$ -		
										0																
										0																
										0		\$ -		\$ -											\$ -	\$ -
										0																
										0																
										0		\$ -		\$ -											\$ -	\$ -
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										0																
										0		\$ -		\$ -											\$ -	\$ -
										0																
										0																
										0		\$ -		\$ -											\$ -	\$ -

STATEMENT OF COMPLIANCE

Date _____

I, _____ do hereby certify under penalty of perjury:
(Name of signatory party) / (Title)

(1) That I pay or supervise the payment of the persons employed by _____
(Contractor or subcontractor)

on the _____, that during the payroll period commencing on the _____
(Building or work)
 _____ day of _____, 20____ and ending the _____ day of _____, 20____, all persons employed on said project have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from
(Contractor or subcontractor)

the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

_____In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

_____Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks:	
Name and Title:	Signature:

On Federally funded projects, permissible deductions are defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948.63, Stat. 108, 72 Stat. 967; Stat. 357; 40 U.S.C. 276c).

Also, the willful falsification on any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 16 and Section 231 or Title 31 of the United States Code.



Living Wage Payroll Report - Non-Prevailing Wage Projects

CONTRACTOR NAME:										PRIME:					CONTRACT #:								
CONTRACTOR ADDRESS:										WORK LOCATION:					CONTRACT LIC. NO.:								
															FED TAX ID:								
WEEK ENDING:										PAGE(S)					OF		PAYROLL NO.:						

EMPLOYEE NAME, ADDRESS AND FULL SSN#	NO. WITHHOLD	WORK CLASSIFICATION	ENTER DATE HERE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED			DEDUCTIONS							WEEKLY NET WAGES	CHECK NO.			
			SUN	MON	TUES	WED	THU	FRI	SAT			THIS PROJECT	OTHER PROJECTS	TOTAL GROSS WAGES	FED TAX	FICA SOC. SEC.	MEDICARE	STATE TAX	SDI	OTHER	TOTAL DEDUCT.					
			ST							0																
			OT							0																
			DT							0					\$ -		\$ -								\$ -	\$ -
Wage paid to this Employee:			Employee Health Benefits:							Were Health Benefits paid directly to Employee? (YES/NO):																

EMPLOYEE NAME, ADDRESS AND FULL SSN#	NO. WITHHOLD	WORK CLASSIFICATION	ENTER DATE HERE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED			DEDUCTIONS							WEEKLY NET WAGES	CHECK NO.			
			SUN	MON	TUES	WED	THU	FRI	SAT			THIS PROJECT	OTHER PROJECTS	TOTAL GROSS WAGES	FED TAX	FICA SOC. SEC.	MEDICARE	STATE TAX	SDI	OTHER	TOTAL DEDUCT.					
			ST							0																
			OT							0																
			DT							0					\$ -		\$ -								\$ -	\$ -
Wage paid to this Employee:			Employee Health Benefits:							Were Health Benefits paid directly to Employee? (YES/NO):																

EMPLOYEE NAME, ADDRESS AND FULL SSN#	NO. WITHHOLD	WORK CLASSIFICATION	ENTER DATE HERE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED			DEDUCTIONS							WEEKLY NET WAGES	CHECK NO.			
			SUN	MON	TUES	WED	THU	FRI	SAT			THIS PROJECT	OTHER PROJECTS	TOTAL GROSS WAGES	FED TAX	FICA SOC. SEC.	MEDICARE	STATE TAX	SDI	OTHER	TOTAL DEDUCT.					
			ST							0																
			OT							0																
			DT							0					\$ -		\$ -								\$ -	\$ -
Wage paid to this Employee:			Employee Health Benefits:							Were Health Benefits paid directly to Employee? (YES/NO):																

EMPLOYEE NAME, ADDRESS AND FULL SSN#	NO. WITHHOLD	WORK CLASSIFICATION	ENTER DATE HERE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED			DEDUCTIONS							WEEKLY NET WAGES	CHECK NO.			
			SUN	MON	TUES	WED	THU	FRI	SAT			THIS PROJECT	OTHER PROJECTS	TOTAL GROSS WAGES	FED TAX	FICA SOC. SEC.	MEDICARE	STATE TAX	SDI	OTHER	TOTAL DEDUCT.					
			ST							0																
			OT							0																
			DT							0					\$ -		\$ -								\$ -	\$ -
Wage paid to this Employee:			Employee Health Benefits:							Were Health Benefits paid directly to Employee? (YES/NO):																

STATEMENT OF COMPLIANCE

Date _____

I, _____, do hereby certify under penalty of perjury: (1) That I pay or supervise the payment of the persons employed by _____ on the _____ that during the payroll period commencing on the _____ day of _____ 2014, and ending the _____ of _____ 2014, all persons employed on said project have been paid their full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions, as described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprentice agency.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

_____ In addition to the basic hourly rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefits of such employees, except as noted in Section 4(c) below:

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

_____ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below:

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Remarks	
Name and Title:	Signature

APPENDIX D

EMPLOYEE RETENTION PLAN TEMPLATE

SCWRP TERMINATED CONTRACTOR EMPLOYEE INFORMATION
FORM AND SPREADSHEET

SCWRP EMPLOYEE RETENTION PLAN

To be filled out by the Prime Contractor:

Company Name	Contract Number
Company Address	Contract Name
Phone:	Email:
Submitted by (please print):	

PART 1 – COMPENSATED DAYS OFF AND HEALTH BENEFITS:

Indicate the number of Compensated Days Off your employees receive:

Years of Service	Vacation Days	Sick Days	Personal Leave	Holidays
After 1-11 months				
After one (1) year				
After five (5) years				
After ten (10) years				

Indicate the specific paid holidays your workers receive. Check all that apply. If “Other” is selected, please indicate what holiday is paid.

<input type="checkbox"/>	New Year's Day	<input type="checkbox"/>	Independence Day	<input type="checkbox"/>	Christmas
<input type="checkbox"/>	Martin Luther King Jr. Day	<input type="checkbox"/>	Labor Day	<input type="checkbox"/>	Floating Holiday
<input type="checkbox"/>	Washington's Birthday	<input type="checkbox"/>	Veterans' Day	<input type="checkbox"/>	Other:
<input type="checkbox"/>	Memorial Day	<input type="checkbox"/>	Thanksgiving Day	<input type="checkbox"/>	Other:

PART 2 – EMPLOYEE RETENTION REQUIREMENTS:

Please note that all proposers are required to provide any requested information and documentation with regard to staffing needs under the contract.

Approximately how many positions are available for this Metro Contract?	
How many of these positions would make up at least 50% of an employee's working hours?	
Of these positions, how many are subject to the Living Wage Policy?	
Of these positions, how many are paid above the current Living Wage rate in effect?	

PART 3 – COVERED EMPLOYEES:

Using the attached spreadsheet, please list all employees that will be working on this Metro Contract.

PLEASE USE ATTACHED SPREADSHEET TO COMPLETE PART 3

I hereby certify that I am familiar with all the requirements mandated by the Service Contract Worker Retention Policy. I also certify that all information listed is true as of the time of signature.

Signature of Preparer:	Date
Print Name	Title



Metro

Service Contract Worker Retention Policy - Employee Information Form

	Employee Name (Last, First)	Home Address	City	State	Zip	Phone	Hire Date	1st day of Work on Metro Contract	Full or Part Time Employee? (F/PT)	Job Classification	Hourly Rate	Is Employee Paid a Commission? (Y/N)	Average Commission per Month
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

SERVICE CONTRACT WORKER RETENTION POLICY (SCWRP) TERMINATED CONTRACTOR'S EMPLOYEE INFORMATION FORM

Contract Number:		Contract Number:	
Company Name:			
Company Address:			
Phone:		Email:	
Work Site Address:			
Contract Termination Date:		Prime or Subcontractor?	
Number of Subcontractors:			
Note: Subcontractors hired under this agreement must also submit a separate Employee Information Form. Please provide a copy of this form to your subcontractor(s) working on this agreement			
Number of Employees working on this Metro contract:			

The Service Contract Worker Retention Policy (SCWRP) requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for the preceding 12 months. **The SCWRP covered only employees who meet all of the following requirements:**

- 1) Earn less than 15.84 per hour
- 2) Primary job is working on the Metro contract
- 3) Not a managerial supervisory or confidential employee; or an employee required to possess an occupational license

Within 10 days of notice of termination of a contract, a terminated contractor is required to provide to the DEOD Labor Compliance, a list of all employees working under this agreement who are covered by the SCWRP. You must complete this Employee Information Form (include additional sheets as necessary) and attach a copy of your most recent payroll. Failure to comply with the LWP/SCWRP policy may lead to payment(s) being withheld by Metro or Metro choosing to pursue other legal remedies. All information submitted is subject to verification

APPENDIX E

SERVICE CONTRACTOR WORKER RETENTION POLICY APPLICATION FOR EXEMPTION



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Service Contract Worker Retention Policy – Application for Exemption

Mail form to: Metro Labor Compliance One Gateway Plaza, MS-99-8-3, Los Angeles, CA 90012 P: 213-922-2600, Option 1, F: 213-922-7660

COMPANY INFORMATION

Contract Number:

Company Name:

Company Address:

Company Phone:

Email Address:

Work Site Address:

Type of Contract – Service Provided:

EXEMPTION BASIS

Check one option and submit required supporting documentation

Business employs 12 or fewer employees, including parent and subsidiary entities, for each working day in each of 20 or more calendar weeks in current or preceding calendar year and, in Metro’s determination, will not need to retain more than a total of 12 employees (including subcontractors) to perform work related to Metro.

Required Documentation – Correspondence on company letterhead and signed by a legally authorized officer documenting number of employees AND copy of firm’s State of California Employment Development Department Quarterly Contribution Return and Report Of Wages for prior two quarters.

Business organized under IRS section 501 (c) (3) and highest officer’s salary, when calculated on an hourly basis, is less than eight times the hourly wage rate of the lowest paid full-time employee.

Required Documentation – Copy of IRS letter recognizing status as non-profit organized under section 501 (c) (3) AND statement of salary listing corporation’s highest paid officer and lowest paid worker, both computed on an hourly basis.

Collective Bargaining Agreement or Project Labor Agreement is in place which specifically supersedes the LWP.

Required Documentation – Copy of collective bargaining agreement OR written confirmation from union representing employees working on the contract.

CONTRACTOR CERTIFICATION

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that information submitted in support of this Application for Exemption is true and correct to the best of the contractor’s knowledge.

Name of Signatory

Title

Signature

Date

Approval of this application exempts only the listed contractor from the LWP during performance of this contract. A subcontractor performing work on this contract is not exempt unless separate exemption has been applied for and approved

APPENDIX F

LIVING WAGE POLICY EMPLOYEE COMPLAINT FORM



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

EMPLOYEE COMPLAINT FORM

Mail form to: Metro Labor Compliance One Gateway Plaza, MS-99-8-3, Los Angeles, CA 90012
P: 213-922-2600, Option 1, F: 213-922-7660

COMPANY INFORMATION

Contract Number:

Company Name:

Company Address:

Company Phone:

Email Address:

Work Site Address:

Supervisor Name:

EMPLOYEE INFORMATION

Your Name:

Social Security Number:

Address:

Home Number:

Work Number:

Hourly Rate Paid:

Overtime Rate Paid:

Current Job Title:

How long have you worked for this company?

Do you receive health benefits?

If Yes, how much do you pay for your benefits?

EMPLOYEE COMPLAINT

Use reverse side if needed

Signature

Date

For Official Metro Use Only

Date of Receipt

LC Officer



Metro

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

FORMULARIO DE QUEJAS

Enviar a: Metro Labor Compliance One Gateway Plaza, MS-99-8-3, Los Angeles, CA 90012
P: 213-922-2600, Opción 1, F: 213-922-7660

INFORMACIÓN SOBRE LA COMPAÑÍA

Número de contrato:	
Nombre de la Compañía:	
Dirección de la Compañía:	
Teléfono:	Email:
Sitio de Trabajo:	
Supervisor:	

EMPLOYEE INFORMATION

Nombre:	Número de Seguro Social:
Dirección:	
Teléfono:	Teléfono de Trabajo:
Sueldo por hora:	Sueldo por horas extras:
Puesto:	¿Cuánto tiempo ha trabajado para esta compañía?
¿Recibe usted beneficios médicos?	¿Si Sí, cuánto le hacen pagar por sus beneficios médicos?

QUEJA DEL EMPLEADO

Use el reverso si requiere de mas espacio

Firma del Empleado

Fecha

For Official Metro Use Only

Date of Receipt	LC Officer
-----------------	------------