

CONTRACTORS: Things you should know about the East Side Union High School District Project Labor Agreement.

1. Project Labor Agreements

Project Labor Agreements are a legally recognized form of pre-hire agreement. They are historically used in the construction industry to eliminate disruptions of project work due to labor disputes, thereby promoting the timely completion of projects, and to ensure that sufficient numbers of skilled craft workers are available to work on multiple or complex projects. Integral to the Project Labor Agreement is a standardized and streamlined grievance resolution procedure to deal with labor disputes.

The East Side Union High School District (ESUHSD) entered into a Project Labor Agreement (PLA) with the Santa Clara Building and Construction Trades Council (BTC) and the affiliated local building and construction trades unions in 2003 (extended in 2009) to promote the efficiency of construction operations on ESUHSD projects and to provide a uniform labor relations framework for the various trades, local unions and contractors with a commitment by all to labor harmony. ESUHSD's partnership with the Building Trades Council through the PLA is also designed to encourage the training and employment of local area residents in the construction industry through the Construction Careers Academy and the local union apprenticeship programs.

2. The Project Labor Agreement and Public Works

ESUHSD PLA projects are both public works projects **and** PLA projects. As public works projects, all ESUHSD PLA projects are subject to the California Labor Code regulations (including California Labor Code 1720 - 1861; California Code of Regulations Section 16000 et seq.) regarding prevailing wage, apprenticeship and certified payroll. All contractors are obligated to comply with these laws and regulations when performing work on ESUHSD projects.

The PLA is a separate contractual requirement. On covered projects, the PLA is included as part of the bid specifications and its terms and conditions create additional binding contractual obligations for all unions and contractors. For example, while the Labor Code obligates the contractor to pay the prevailing wage on public works projects, the PLA mandates that the fringe benefit portion of the prevailing wage will be paid into worker accounts established with the applicable joint labor-management benefit trust funds of the appropriate local construction trade union signatory to the PLA.

Contractors must comply with **both** the Labor Code and the PLA.

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3. The Appendix A (Appendix A)

Before beginning work on any ESUHSD PLA contract, contractors must sign the 'Agreement To Be Bound' (Appendix A) which binds them to the terms and conditions of the PLA. Contractors are only bound to the PLA for the PLA-covered work they perform on ESUHSD projects. If a contractor subcontracts PLA-covered work, he must secure an executed Appendix A from his subcontractor.

By signing the Appendix A, the contractor also agrees to be bound by each of the applicable labor management trust agreements for the provision of fringe benefits which accrue to the direct benefit of the contractor's employees and which are provided pursuant to the appropriate craft Schedule A Agreement. As noted, the contractor must contribute the benefit portion of the 'prevailing wage' on behalf of their employees to the appropriate trust funds.

4. The Schedule A (Article I)

The Schedule A Agreements (Schedule A) are the master collective bargaining agreements of the construction trades local unions signatory to the PLA. The Schedule A Agreements of the participating unions can be obtained directly from the local unions.

The rules and policies of the applicable Schedule A's are incorporated by reference in the PLA and apply to contractors performing PLA-covered work to the extent that those rules and policies do not conflict with the PLA or Labor Code Requirements. Where there is a conflict, the hierarchy of controlling authority is as follows: highest, the California Labor Code; next, the Project Labor Agreement; followed by the applicable Schedule A.

5. Union Representation and Registration of All Workers (Article VII)

The PLA recognizes the unions as the sole bargaining representatives of all craft employees working within the scope of the PLA. Prior to performing work on a PLA project, the contractor's craft employees must be registered with the appropriate union and comply with the union security provisions of the applicable Schedule A. While no employee will be required to join a union as a condition of being employed on ESUHSD PLA projects, all employees must pay the same regular dues and assessments which apply to union members during the period they are performing PLA project work. All union member craft employees must maintain their membership in good standing.

Union representatives have full access to PLA project jobsites to perform their duties, with the understanding that they do not interfere with the Contractor's work. Union representatives will comply with the prime contractor's reasonable and routine registration and safety requirements for jobsite visitation.

6. Hiring Procedures: Core Employees and Union Referral (Article VIII)

The PLA recognizes the unions as the primary source of all craft labor employed on PLA projects. ***This means that all construction employees employed on PLA project work must be referred through the dispatch systems established by local unions signatory to the PLA.*** Contractors not party to a collective bargaining agreement must make contact with the appropriate union and become familiar with the

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union's referral system **prior** to beginning PLA project work. While there are similarities, each union has its own unique dispatch system. Contact information for the participating unions and their dispatch halls can be obtained by contacting the Santa Clara Building Trades Council or Employers' Advocate, Inc.

Contractors have full access to union journeyman and apprentice members available for referral through the applicable union hiring hall. Contractors not party to a collective bargaining agreement with the signatory union having jurisdiction over the affected work may employ their 'core employees' by requesting them by name. The local union will honor the referral of non-apprentice core employees who have applied to the union for PLA project work and who provide satisfactory proof to the union dispatcher of the following qualifications:

- Appears on the Contractor's active payroll for **90 of the 120 calendar days prior** to contract award.
- Has worked a **minimum of 5000 hours** in the appropriate construction craft.
- Possesses any required licenses.
- Can perform safely the basic functions of the applicable trade.

Prior to beginning work on a PLA project, contractors must provide documentation and register core employees with the appropriate union hiring hall for referral to the project. This registration process is necessary to establish trust fund accounts for the payment of fringe benefits. ***Core employees are not required to join a union, but they must pay the same regular dues and assessments which apply to union members during the period they are working on the PLA project.***

If a union is unable to supply a worker within 48 hours of a manpower request, the contractor may hire from other sources, but upon doing so must advise the union and register the worker with the hiring hall.

Contractors have the right to determine the competency of all employees, but must observe nondiscrimination laws.

7. Wages, Hours, Fringe Benefits and Conditions of Employment (Article IX)

The wages, hours, fringe benefits and terms and conditions of employment on PLA projects are governed by the applicable Schedule A of the appropriate signatory craft union in conformity with state law. The Schedule A's of the participating unions can be obtained directly from the local unions.

8. Fringe Benefits (Article IX)

Employee benefits are part of the required prevailing wage paid to every construction worker performing PLA project work. Even if the contractor has his own benefit plan or pays the required benefits directly to the employee, under the terms of the PLA ***all contractors must pay the required employee benefit contributions on behalf of each covered employee directly to the appropriate benefit trust funds.*** This includes vacation, pension (and other deferred compensation plans), apprenticeship training, and health benefits, in the amounts designated in the Schedule A of the appropriate signatory craft union. Employee fringe benefit contributions accrue to the direct benefit of the employees. Benefit

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vesting information can be obtained from the particular trust funds. The contractor must make contact with the appropriate union so that his employees who will be engaged in PLA project work can be registered in the established labor-management benefit trust funds **prior** to beginning PLA project work. The contractor is responsible for learning the protocols for the proper reporting and payment of benefits contributions, using the required trust fund reporting forms.

Contractors must contribute employee benefits to the trust funds in a **timely** manner. Benefits are generally paid on a monthly basis. When employee benefit contributions are not made in a timely manner, this can result in PLA, trust fund, and prevailing wage law violations and penalties.

Contact information for participating unions and the joint labor-management benefit trust funds can be obtained by contacting the Santa Clara Building Trades Council.

9. Compliance (Article X)

It is the responsibility of the contractors and the unions involved in PLA project work to investigate and monitor compliance with the provisions of the PLA (Article IX) regarding wages, hours, fringe benefits and working conditions. ESUHSD will monitor compliance with the prevailing wage and public works requirements of the state and institute any necessary compliance enforcement measures. All parties to the PLA have a shared responsibility to uphold the terms of the agreement and the objective of harmonious labor relations; when disagreements or disputes occur, they will be settled according to the dispute resolution and the grievance arbitration procedures of the PLA.

10. Apprentices (Article VIII, Appendix B)

Every contractor or subcontractor performing work on a PLA project shall, for each apprenticeable craft employed, maintain on its project workforce the ratio of apprentices to journeymen required by California Labor Code Section 1777.5. Such apprentices must be enrolled and participating in a “bona fide” apprenticeship program. This means a program approved by the California Division of Apprenticeship Standards (DAS) that has graduated apprentices annually for each of the preceding five years. Each contractor must file with ESUHSD a ‘Certificate of Compliance’ (Exhibit A) with this requirement, prior to commencing PLA project work.

Subject to the DAS, the regulations of the applicable apprenticeship program, and the requirements of the collective bargaining agreement, the construction trades unions signatory to the PLA will give priority consideration to the entry and referral of ESUHSD Construction Technology Academy graduates for PLA project employment.

11. The Appendix B and the Construction Technology Academy (Appendix B)

Before beginning work on any ESUHSD PLA project, every contractor or subcontractor must sign the Appendix B agreement which sets forth the training and employment objectives of the ESUHSD Construction Careers Academy (CTA) and obligates all contractors to participate in the CTA Summer Internship Program and to provide employment opportunities for CTA students and graduates. The

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program is managed by the ESUHSD Bond Program Manager and the Santa Clara County Construction Careers Association (S4CA).

Contractors engaged in PLA project work will be contacted and surveyed for suitable summer intern jobs and other employment for graduates. Internships should last at least four weeks. The rate of pay for interns \$2.00 per hour above the then current minimum wage. The rate of pay for graduates is \$7.00 per hour above the then current minimum wage, unless employed as an apprentice. Contractors shall work cooperatively with the Bond Program Manager and S4CA to make a 'good faith'

effort to employ the qualified individuals referred to them.

Contractors may interview and select from the pool of potential interns during a scheduled 'Interview Day'. Targeted student employment (approximately 20-25 summer interns) will be spread throughout the community of contractors engaged in PLA project work. ***Not every contractor will be required to employ a student, but all will be required to participate in the process and make a good faith effort as defined by the PLA.***

Intern employment will not involve actual construction work, but rather clerical or ancillary work which can give the student exposure to the construction process and environment, whether at the contractor's project trailer, off-site warehouse or workshop. Students may also be placed at appropriate community based organizations. No intern may perform construction work on a project of public works, unless the intern is also an indentured apprentice in a state approved program. Additionally, it is understood that in accordance with the California State Labor Code, minors under the age of eighteen may not be employed or permitted to work in any occupation declared hazardous in federal regulation.

12. Work Assignment and the Work Assignment Form

It is the sole responsibility of every contractor who has a contract for the performance of PLA project work to make a specific assignment of the work involved to the appropriate craft(s).

The Work Assignment Form (Exhibit B) asks the prime contractor or subcontractor (of any level) to describe the details and schedule of the contracted scope of work and to list the prospective craft work assignment(s). The Work Assignment Form is a required document, typically executed at the same time as the Appendix A, but always prior to commencing work on the project. The prime contractor will collect the form from all subcontractors for transmittal to the construction manager, Employers' Advocate, Inc. and the Building Trades Council. This information helps to enable appropriate union contact or the timely scheduling of a Pre-Construction Conference. ***Completion of this form may fulfill the Contractor's obligation for a Pre-Construction Conference with the Building Trades Council. Failure to fill out this form in detail will lead to a required Pre-Construction Conference.***

If a contractor is uncertain how to classify or assign a scope of work, it is a sign that a Pre-Construction Conference is necessary.

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13. Pre-Construction Conference (Article V)

A Pre-Construction Conference, prior to the commencement of PLA project work by the prime contractor or prior to the commencement of a particular scope of work by a subcontractor, will be held when requested by any party to the PLA. Pre-Construction Conferences for different subcontractors may be held at the same time. The Pre-Construction Conference will be attended by the interested contractors, unions, Building Trades Council representative, construction manager and Employers' Advocate, Inc. Typically, this is an opportunity for the prime contractor to discuss the details of his own, and his subcontractors' scope of work, specific work assignments, schedule and manpower needs, and to make contact with the appropriate unions. If a work assignment is disputed by competing unions, this is an opportunity to become aware of the conflict and to attempt a resolution. Any contractor can schedule a Pre-Construction Conference by contacting Employers' Advocate, Inc.

14. Jurisdictional Disputes (Article XIII)

As noted, the assignment of PLA project work is solely the responsibility of the contractor performing the work. The contractor is responsible for making specific work assignments to particular crafts.

All jurisdictional disputes will be resolved without any strike, work stoppage or slow-down of any nature and the contractor's assignment will be adhered to until the dispute is resolved.

All jurisdictional disputes will be settled in accordance with the 'Plan for the Settlement of Jurisdictional Disputes in the Construction Industry' established by the AFL-CIO Building and Construction Trades Department.

15. Dispute and Grievance Arbitration Procedures/Timelines (Article XII)

Any dispute arising out of the meaning, interpretation or application of the Agreement shall be settled by a three step Grievance Arbitration Procedure:

1. The grieving party must provide notice in writing ('Notice of Grievance') to the party with whom it has the dispute within five days of becoming aware of the dispute, but not more than thirty days after it should reasonably have become aware of it. The Notice of Grievance form may be obtained from Employers' Advocate, Inc. This notice must be sent to the other party(s) to the dispute, and to Employers' Advocate, Inc. and the Building Trades Council by fax or electronic copy within the time specified.
2. Within five business days after the receipt of the written notice, representatives for the involved contractor and union will confer and try to settle the grievance (Step 1). Employers' Advocate, Inc. and the Building Trades Council can help to coordinate the meeting if necessary. The deadline for meeting may be extended by mutual consent of the parties, confirmed in writing to Employers' Advocate, Inc.

3. In the event that the representatives are unable to resolve the dispute within five business days after conferring, unless this deadline is extended by mutual consent, either involved party may submit the dispute within three business days to the Joint Administrative Committee (JAC) (Step 2), which shall meet within five business days or such longer time as is mutually agreed. If the dispute is not resolved at the JAC, it may be referred by either party to formal arbitration (Step 3) and within five business days the arbitrator selection process shall begin.
4. The arbitrator will arrange for a hearing as soon as practicable after selection.

In order to encourage the early resolution of disputes and grievances at Steps 1 and 2, such settlements shall not be precedent setting. Questions about the dispute resolution process or the Grievance Arbitration Procedure should be directed to Employers' Advocate, Inc.

16. ESUHSD Project Labor Agreement Directory

1. East Side Union High School District

830 North Capitol Avenue San Jose, CA 95133-1398 *Janice Unger*

Director, Purchasing & Capital Accounting

Phone: 408-347-5079 Fax: 408-347-5075

E-mail: ungerj@esuhsd.org Web Address: www.esuhsd.org

2. Santa Clara Building & Construction Trades Council

2102 Almaden Rd., Ste 101

San Jose, CA 95125-2190

Joseph Sanchez

Labor & Government Relations

Phone: 408-265-7643 Fax: 408-265-2080

E-mail: Joseph@scbtc.org Web Address: www.scbtc.org

3. Employers' Advocate, Inc.

1646 North California Blvd., Ste 500

Walnut Creek, CA 94596-4171

Matthew Moynihan

ESUHSD PLA Labor Relations Consultant

Phone: 925-930-0014 Fax: 925-930-9014

E-mail: mmoynihan@eainc.com

4. Santa Clara County Construction Careers Association (SC4A)

2102 Almaden Road

San Jose, CA 95125

Brenda Childress

Executive Director

Phone: 408-347-4728 Fax 408-347-5245

E-mail: childressbv@aol.com

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17. Directory of Local Unions signatory to the PLA

1. Boilermakers Local Union 549
925-427-4121
2. Bricklayers & Allied Craftworkers Local Union 3
510-632-8781
3. Carpenters & Joiners Local Union 405
408-269-7316
4. Carpet, Linoleum & Soft Tile Workers Local Union 12 (I.U.P.A.T. District Council 16) **408-265-4911**
 5. Cement Masons Local Union 400
408-266-9160
6. Drywall / Lathers Local Union 9144
408-264-3080
7. Electrical Workers (IBEW) Local Union 332
408-269-4332
8. Elevator Constructors Local Union 8
415-285-2900
9. Glaziers, Architectural Metal & Glass Workers Local Union 1621 (I.U.P.A.T. District Council 16) **408-266-1302**
10. Heat & Frost Insulators & Allied Workers Local Union 16
707-748-1616
11. Iron Workers Local Union 377
415-285-3880 / 408-435-8008 (San Jose)
12. Laborers Local Union 270
408-297-2620
13. Laborers (Asbestos, Lead & Mold) Local Union 67
510-569-4761
14. Operating Engineers Local Union 3
408-465-8260
15. Painters & Allied Trades Local Union 507 (I.U.P.A.T. District Council 16) **408-979-7871**
 16. Plasterers Local Union 300
650-343-5671 / 408-264-4430 (San Jose)
17. Plumbers & Pipe Fitters Local Union 393
408-225-3030
18. Roofers / Waterproofers Local Union 95

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408-987-0440

19. Sheet Metal Workers Local Union 104

925-314-8600 / 408-263-9705 (San Jose)

20. Sign Display and Allied Crafts Local Union 510

415-468-7280

21. Sprinkler Fitters Local Union 483

510-785-8483

22. Teamsters Local Union 287

408-453-0287

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CERTIFICATE OF COMPLIANCE

RE: BONA FIDE APPRENTICESHIP

**APPRENTICESHIP GRADUATION REQUIREMENT FOR HIRING ON SCHOOL
CONSTRUCTION PROJECTS**

To: The Board of Trustees of East Side Union High School District:

I Certify Under Penalty of Perjury That:

The undersigned contractor performing any work of an apprenticeable craft will utilize the identified registered apprenticeship program(s) approved by the State Division of Apprenticeship Standards, each of which has graduated apprentices annually for at least the past five (5) years, has approval and agreement to train apprentices from said apprenticeship program, and will comply with and meet the requirements of the **Project Labor Agreement for Measure G, Measure E, Measure I, Measure Tech I, Measure Z, Bond Projects for the East Side Union High School District** and Specification Section 007349. *This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards has approved an apprenticeship program:*

Full Name and Address of Apprenticeship Program(s):

Exhibit A

The undersigned further acknowledges that failure to comply with said Project Labor Agreement and Specification Section 007349 will require that it substitute at its own expense subcontractor(s) that meet said requirements, and agrees to pay the District's attorneys' fees, if any, incurred to enforce said requirements.

Executed under penalty of perjury on the following date:

Date: _____

Proper Name of Entity: _____

License Number: _____

Signature: _____

Print Name: _____

Title: _____

PROJECT LABOR AGREEMENT FOR ALL MEASURE G, E, I & Z BOND PROJECTS FOR
THE EAST SIDE UNION HIGH SCHOOL DISTRICT

Contractor Work-Assignment Form

High School Campus/Project Location: _____

Project Name: _____ Project Number: _____

Contractor (Complete Name): _____

Office Address: _____

Office Telephone Number: _____ CSLB Number: _____

Contact Person: _____

Name of the general contractor/prime contractor/higher-tier subcontractor that
Contractor is contracted to: _____

Describe the scope of work to be performed by **Contractor** on this project:

Contractor: Proposed Craft Assignments

Union Contractor Affiliation

Name of Craft/Trade	Scope of Work Assigned	Union		Name of Union
		Yes	No	

Contractor: Proposed Work Schedule

Estimated Manpower

Craft/Trade	Start Date	Completion Date	Average Workers	Peak Workers

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Contractor: Sub-tier Contractors

<i>Complete Name</i>	<i>Scope of work</i>	<i>Telephone</i>	<i>CSLB Number</i>

Note: Completion of this form may fulfill **Contractor obligation for a Pre-Construction Conference with the Building Trades Council. Failure to fill out this form in detail will lead to a required Pre-Job Conference.*