

# Section 3

## Terms and Definitions



## GLOSSARY OF TRAINING TERMS

THESE ARE GENERAL DEFINITIONS AND NOT NECESSARILY  
APPLICABLE TO PARTICULAR SITUATIONS

**Arbitration:**

A method of dispute resolution involving one or more neutral third parties who are usually agreed to by the disputing parties and whose decision is binding. Arbitration is the third step in the PSA grievance process.

**Arbitrator:**

A neutral person who resolves disputes between parties, especially by means of formal arbitration. The PSA identifies Arbitrators to preside over Arbitrations in the PSA grievance/dispute resolution process.

**Contractor:**

The term "Contractor" as used in the PSA includes any contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to subcontractors of whatever tier utilized by such contractor for Project Work.

**Council:**

Los Angeles/Orange Counties Building and Construction Trades Council. The Council is a signatory to the PSA. The Council contact information is as follows:

1626 Beverly Boulevard,  
Los Angeles, CA 90026-5784  
Telephone: (213) 483-4222 (714) 827-6791  
Facsimile: (213) 483-4419

**District or LAUSD:** Los Angeles Unified School District.

**Employee Benefits:** See “Fringe Benefits.”

**Employer Payments:** See “Fringe Benefits.”

**Expedited Arbitration Procedure:** A procedure that can be invoked within twenty-four (24) hours to remedy allegations of lockout, strike, work stoppages, etc., covered by the PSA. An Arbitrator will give a verbal decision within three (3) hours after completion of hearing under this section. This is covered in Article 7 of the PSA.

**Fringe Benefits:** Terms used to encompass items such as pension, health and welfare, and other similar benefits that are given to an employee under his/her employment or union contract and prevailing wage law in addition to direct wages. Increasingly referred to as “Employee Benefits.” The DIR or Department of Industrial Relations’ prevailing wage determinations refer to Fringe Benefits as “Employer Payments”.

**Grievance Procedure:** A procedure established in the PSA to effectively resolve any disputes, misunderstandings, contract interpretations or alleged violations of the PSA. This provision does not cover Jurisdictional Disputes. An

Arbitrator will finally resolve all issues arising under this procedure, if necessary.

**Job Order Contracts (JOCs):** Competitively bid contracts between the District and a licensed, bonded, and general liability insured contractor, in which the contractor agrees to a fixed period, fixed unit price, and indefinite quantity contract that provides for the use of job orders for public works or maintenance projects.

**Jurisdictional Dispute:** A dispute between unions over the assignment of work and in which a Contractor has an interest.

**Jurisdictional Dispute**

**Procedure:** This procedure is governed by Article 8 of the PSA, which establishes procedures to resolve disputes over craft jurisdiction so that a final decision can be rendered by an Arbitrator consistent with “The Plan”, if necessary. The unions have agreed that there will be no strike, work stoppage or interruption of work while these disputes are processed or after final award by the Arbitrator.

**Labor/Management**

**Apprenticeship Program:** A jointly administered apprenticeship program certified by the State of California Department of Industrial Relations, Division of Apprenticeship Standards.

**Letter of Assent:**

A letter that all Contractors, (which include all subcontractors of every tier), must sign that confirms their acceptance of the PSA. The Letter of Assent must be signed before starting Project Work. A Contractor who does not sign a Letter of Assent within the time frame required by the PSA cannot do Project Work.

**Lockout:**

The PSA expressly prohibits Lockouts, including causing, inciting, encouraging, condoning, or participating in Lockouts with respect to Project Work.

**Parsons Constructors, Inc. (PCI):**

The Los Angeles Unified School District's Project Labor Coordinator.

**"The Plan":**

"The Plan" for the Settlement of Jurisdictional Disputes in the Construction Industry. "The Plan" establishes procedures for resolution of jurisdictional disputes among unions regarding work assignments. The decisions and awards made pursuant to "The Plan" are binding upon all union and contractor parties who stipulate to abide by it. Work assignments and Jurisdictional Disputes under the PSA are subject to "The Plan". Contact the Council for a copy of "The Plan".

**Prejob Conference:**

A meeting conducted by Contractors with the Project Labor Coordinator, appropriate affected Signatory Unions and the Council prior to commencing work on a Project. The Pre-Job Conference is an opportunity to coordinate and resolve any potential problems before the start of construction.

**Prevailing Wage  
Determination:**

This is the applicable hourly wages and fringe benefits legally established by the State of California, Department of Industrial Relations for each of the different craft and trade classifications that are used in public works projects.

**Prime Multi-trade:**

A Contractor who contracts directly with the District, other than a Prime Specialty Contractor.

**Prime Specialty:**

Those Contractors who contract directly with the District for a single, specific, definable, task, such as roofing, painting, paving, plumbing, electrical installation, etc. requiring some directly applicable specialized skills; and normally employing a high proportion of a single trade.

**Project(s)/ Project Work:**

Los Angeles Unified School District project(s) that are within the scope of the PSA and that meet its dollar thresholds.

**PSA:** Los Angeles Unified School District's Project Stabilization Agreement.

**Project Labor Coordinator:** The Project Labor Coordinator is hired by the District to monitor PSA compliance on behalf of the District. Parsons Constructors, Inc., is the District's Project Labor Coordinator.

**PSA Coordinator:** This manual uses "PSA Coordinator" as another term for "Project Labor Coordinator".

**Safety, Security & Visitor Rules:** These are rules for the safety/security of all employees and visitors to the Project site. These rules, established by the contractor, the Project Labor Coordinator, and/or the District will be published and posted. An employee's failure to satisfy his/her obligations will subject him/her to discipline, up to and including discharge.

**Schedule A:** Local collective bargaining agreements of the Signatory Unions having jurisdiction over work on the Projects. The provisions of the applicable Schedule A(s) that are not in conflict with the PSA apply to PSA-covered work during the term of a Project.

**Signatory Unions:**

Local craft unions that have signed and are parties to the PSA. The Signatory Unions and the Council are jointly referred to as “Unions”.

**Steward:**

Each Signatory Union may dispatch a working journeyman as a Steward. See PSA Article 4.

**Trust Fund:**

Taft-Hartley Labor Management Trust Fund. In the building and construction trades, this is a trust fund to provide employment benefits (primarily health & welfare and pension) to employee members in the industry in which the trust fund applies. Contributions to the trust fund are held in trust to provide benefits to employee participants.

**Union(s):**

For purposes of the PSA, “Unions” refers to the Council and the Signatory Unions.

**Working Dues:**

An hourly deduction from an employee’s taxable income forwarded by the Contractor to the Signatory Union. These payments are included on the benefit contribution form to the Trust Funds for the applicable Signatory Union.

**“We Build” Program:**

The program to work with District residents, the unions and local training programs to increase District residents’ participation in the District’s construction program.