

# **Section 6**

## **Union Roles and Responsibilities**

### **District/PSA Coordinator Roles and Responsibilities**



# Things You Should Know

## Union Roles and Responsibilities Section 6

- Unions agree to abide by the terms and conditions of the PSA and will not engage in strikes, slowdowns or disruptions of Project Work.
- Signatory unions will make their best effort to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors.

## UNION ROLES & RESPONSIBILITIES

The Union and all Contractors agree to abide by the terms and conditions of the PSA and that the PSA represents the complete understanding of the parties. (PSA, page 2 paraphrased)

### PROHIBITIONS

To maintain a spirit of harmony, labor-management peace and stability during the term of this Project Stabilization Agreement, the parties agree to establish effective and binding methods for settlement of all misunderstandings, disputes, and grievances. With such methods and procedures, the unions agree not to engage in the following:

- Strikes
- Slowdowns
- Interruptions or disruption of Project work

(PSA, Section 1.6, page 6 paraphrased)

Any such actions by the Council, or signatory unions, or their members, agents, representatives or the employees they represent shall constitute a violation of the PSA. The Council and the signatory union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible. (PSA, Section 7.1, page 24 paraphrased)

If a union contends that any contractor has engaged in a lockout, it will notify the contractor and the PSA Coordinator. The PSA Coordinator shall promptly order the involved contractor(s) to cease its violation. (PSA, Section 7.6(b), page 25 paraphrased)

The unions agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, gender, national origin, age, union

status, sexual orientation, marital status or disability. (PSA, Section 3.4. page 13 paraphrased)

### RECRUITMENT AND REFERRALS OF WORKERS

The signatory unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractors. In the efforts of doing so, they must recognize specific employment obligations to which the Contractors may be legally and/or contractually bound to. The signatory union(s) must also put forth every effort to do the following:

- Refer apprentices as requested by the Contractors to develop a larger, skilled workforce.
- Work with their affiliated regional and national unions, and jointly with the PSA Coordinator and others designated by the District, to identify and refer competent craftpersons as needed for Project Work.
- Identify individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs or procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs.

The union shall not knowingly refer an employee currently employed by a contractor on Project Work to any other contractor. (PSA, Section 3.3(c), page 13 paraphrased)

### UTILIZING STEWARDS

Authorized representatives of the unions shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules. (PSA, Section 4.1, page 17 paraphrased)

Each signatory union shall have the right to dispatch a working journeyman as a steward for each shift, and shall notify the contractor in writing of the identity of the designated steward(s) prior to the assumption of such person's duties as steward. Such designated steward(s) shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts. (PSA, Section 4.2(a), page 17 paraphrased)

In addition to his/her work as an employee, the steward should have the rights to do the following:

- Receive, but not to solicit, complaints or grievances.
- Discuss and assist in the adjustment of the same with the employee's appropriate supervisor.

Each steward should be concerned only with the employees of the steward's contractor and, if applicable, subcontractor(s), and not with the employees of any other contractor. The contractor will not discriminate against the steward in the proper performance of his/her union duties. (PSA, Section 4.2(b), page 17 paraphrased)

When a contractor has multiple, non-contiguous work locations at one site, the contractor may request additional working stewards. In such cases, a steward may not service more than one work location without the approval of the contractor. (PSA, Section 4.2(c), page 18 paraphrased)

The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. (PSA, Section 4.2(d), page 18 paraphrased)

### REGULATORY COMPLIANCE

The Council and all signatory unions, contractors, subcontractors and their employees shall comply with all applicable federal and state laws, ordinances and regulations

This manual does not interpret or modify the terms of the PSA in any way nor is it legal advice. Contact your legal counsel for legal advice.

## Section 6 Union Roles & Responsibilities

including, but not limited to, those relating to safety and health, employment and applications for employment. (PSA, Section 11.1, page 35 paraphrased)

The Council or union shall refer all complaints regarding any potential prevailing wage violation to the District's Labor Compliance Department or to the PSA Coordinator, who will refer the matter to the District's Labor Compliance Department consistent with Article V, Section 5.4. (PSA, Section 11.3, page 35 paraphrased)

The District's Labor Compliance Department was approved by the State of California in 1993, therefore, the first point of contact for any potential prevailing wage violations is the District's Labor Compliance Department. The District will process, investigate, and resolve such complaints consistent with the statutory requirements.

### DISPATCHING APPRENTICES

The unions agree to cooperate with the Contractors in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. (PSA, Section 14.2(b), page 38 paraphrased)

# Things You Should Know

## District/PSA Coordinator Roles and Responsibilities

### Section 6

- Parsons Constructors, Inc., is the District's PSA Coordinator for all areas of the PSA except the State of California's Labor Compliance Department.

## **DISTRICT/PSA COORDINATOR ROLES AND RESPONSIBILITIES**

By executing the PSA, the District, Council, signatory unions and Contractors agree to be bound by each and all of the provisions of the PSA, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of the residents and businesses of the District. (PSA, Section 1.7, page 6 paraphrased)

The PSA Coordinator actively administers the PSA. This includes

- Monitoring compliance with the PSA
- Assisting in the development and implementation of the programs referenced in the PSA
- Acting as a facilitator when requested.

The PSA Coordinator works with contractors and unions to promptly develop and implement procedures to:

- Identify craft needs
- Schedule work to utilize available craft workers
- Secure the services of craft workers to meet the demands of the Project Work to be undertaken

(PSA, Section 1.2, page 4 paraphrased)

The PSA Coordinator and all parties recognize that Project Work dictates the need to develop procedures to promote high quality, rapid and uninterrupted construction methods and practices.

### SCOPE OF THE AGREEMENT

The District has the absolute right to award contracts or subcontracts on this Project to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any union parties, provided only that such contractor is willing, ready and able to execute and comply with this Project Stabilization Agreement, should such contractor be awarded work covered by the PSA. (PSA, Section 2.5(a), page 9 paraphrased)

The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all Proposition BB and Measure K-funded projects. (PSA, Section 2.5(c), page 10 paraphrased)

### FRINGE BENEFIT CONTRIBUTIONS

The PSA Coordinator will work with Contractors who are delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime contractor to withhold payments otherwise due such contractor, until such contributions have been made or otherwise guaranteed. (PSA, Section 5.2(c), page 20 paraphrased)

### WORK STOPPAGES AND LOCK-OUTS

The District (or any party to the PSA) may invoke an “Expedited Enforcement Procedure” to resolve a violation regarding work stoppages (Section 7.1), lockouts (PSA Section 7.5), work disruptions over jurisdiction (PSA Section 8.3), or any type of work stoppage (PSA Section 21.4). (PSA, Section 7.7 paraphrased)

## DISTRICT RIGHTS

In addition to its management rights and any rights it has by law, the District also reserves rights including, but not limited to, the following:

- Inspect any construction site or facility to ensure that the contractor is following the applicable safety and work requirements.
- Require Contractors to establish different work weeks or shift schedules in order to meet the operational needs of the Project Work and accommodate the instructional schedules of District students.
- Terminate, delay or suspend Project Work in order to accommodate the operations of the District's educational facilities and/or to mitigate the effect of project work on the surrounding community. Note: If it is not possible to provide advance notice of a work termination or suspension, show-up pay will be required as defined in PSA Section 6.6.
- Approve any work methods, procedures or techniques used by contractors, even if they are not standard industry practices.
- Investigate and process complaints, through the PSA Coordinator, in the manner set forth in PSA Article 7 Work Stoppage and Lock-outs and Article 10 Settlement of Grievances and Disputes.

(PSA, Section 9.2(a)-(e), pages 30 paraphrased)

## UTILIZING APPRENTICES

The PSA Coordinator will work with the Council (and the "We Build" Program) to assure appropriate and maximum utilization of apprentices (as approved by the DAS) and the continuing availability of both apprentices and journey persons. (PSA, Section 14.2(b), page 38 paraphrased)

This manual does not interpret or modify the terms of the PSA in any way nor is it legal advice. Contact your legal counsel for legal advice.

### WORKING CONDITIONS

The District/PSA Coordinator and/or relevant contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with the PSA. (PSA, Section 15.2, page 40 paraphrased)

### COORDINATION OF JOINT LABOR/MANAGEMENT MEETINGS

The PSA Coordinator shall be responsible for the scheduling of joint labor/management meetings, the preparation of the agenda topics for the meetings, with input from the Council, signatory unions, the Contractors and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. (PSA, Section 17.2, page 41 paraphrased)

The “We Build/SBE Program” Managers (Refer to Section 9) shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. (PSA, Section 17.2, page 41 paraphrased)