Section 5

Contractor Roles and Responsibilities
Things You Should Know

Contractor Roles and Responsibilities
Section 5 General

- LAUSD entered into the Project Stabilization Agreement (See Section 8) with the building and construction unions.
- Neither Contractors nor their employees are required to join a union to work on PSA-covered contracts.
- Parsons Constructors, Inc. is LAUSD’s Project Stabilization Agreement Coordinator.
- All laws pertaining to Labor Compliance apply.
- Before beginning work on any PSA contract, Contractors must sign a Letter of Assent.
- Most trust funds require contractors to sign a participation agreement.
- Contractors must identify and register their core workforce with the appropriate union(s).
- The employee benefit portion of the contractor’s employees’ prevailing wage rate must be contributed to the appropriate trust fund on their behalf.
- Contractors are bound to the LAUSD PSA for only the PSA-covered work they perform.
- Contractors who are awarded a LAUSD contract that is PSA-covered work are bound to the PSA.

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CONTRACTOR ROLES & RESPONSIBILITIES

LETTER OF ASSENT

(PSA, Section 2.5(b), Page 9 paraphrased below)

The Letter of Assent is a one-page document that confirms the acceptance by the Contractor to the LAUSD PSA. One Letter of Assent must be executed for each PSA-covered LAUSD construction contract that is awarded (one Letter of Assent per contract). The Letter of Assent does not bind the Contractor to anything outside the scope of the LAUSD PSA.

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An example of the Letter of Assent, Section 10 EXHIBIT A, is shown on the previous page and can also be viewed at the LAUSD website: www.laschools.org/contractor/psa

FREQUENTLY ASKED QUESTIONS – Letter of Assent

1. How do Contractors correctly submit a Letter of Assent?

The example Letter of Assent from the LAUSD website can be copied onto the Contractor’s company letterhead. Make sure all appropriate information is included in the body of the letter (i.e. company name, LAUSD construction contract #, and school site(s)).

Prior to starting any Project Work, sign and submit original to:

Project Labor Coordinator
c/o Parsons Constructors, Inc.
100 W. Walnut Street
Pasadena, California 91124

The Letter of Assent must be received by the PSA Coordinator a minimum of 48 hours before the commencement of work. A Contractor is not allowed to begin work until it has signed and properly submitted a Letter of Assent.
Things You Should Know
PSA/Participation Agreements and Schedule A’s
Section 5

• Schedule A’s are the local collective bargaining agreements of the signatory unions. Contact the signatory unions to obtain a copy.

• The rules and policies of the applicable union Schedule A apply to contractors performing PSA-covered work to the extent that those rules and policies do not conflict with the PSA and Labor Code (prevailing wage requirements).

  – If a subject is covered by the provisions of the Labor Code and is also covered by conflicting provisions of the PSA and/or the Schedule A, the provisions of the Labor Code shall apply.

  – If a subject is covered by the provisions of the PSA is also covered by the Schedule A, the provisions of the PSA shall apply.

  – If a subject is covered by the provisions of the Schedule A and not covered by the PSA, the provisions of the Schedule A shall apply.

• Schedule A’s include a broad range of subjects relating to PSA. Examples are:

  – Union and employee rights
  – Procedures for hiring, laying off and firing employees
  – Information about the contribution of benefits and the registration of employees, which may also be contained in the trust fund documents
  – Information about what type of work an individual union performs

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CONTRACTOR ROLES & RESPONSIBILITIES

PARTICIPATION AGREEMENTS AND SCHEDULE A’s

PARTICIPATION AGREEMENTS
(PSA Section 2.7, Page 11 paraphrased below)

SCHEDULE A’s
(PSA Section 2.7, Page 10)

No Contractor is or will be required to sign any other agreement with a trust fund as a condition of performing work within the scope of the PSA, with the exception of a trust fund Participation Agreement, also referred to as a Subscription Agreement.

- The Participation Agreement is between the Contractor and the appropriate trust fund(s).
- Contractors are required to sign Participation Agreements with more than one trust fund when the work is assigned to more than one signatory union.
- Most trust funds require the Contractors to sign this document before the employee benefit contributions are accepted.
- Participation Agreements cannot bind the Contractor beyond the terms and conditions of the PSA – the Contractor is only bound to the trust fund for the PSA-covered work it is performing.

Contractors may use the trust fund Participation Agreement letter below, Section 10 EXHIBIT B, also available on the LAUSD website www.laschools.org/contractor/psa, to ensure that Participation Agreements do not bind Contractors to anything outside the scope of the PSA.

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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.
MEMORANDUM

Commitment to the Attached Participation Agreement

The undersigned contractor ("contractor") is a party to the Los Angeles Unified School District Project Stabilization Agreement ("Project Stabilization Agreement"). Pursuant to the Project Stabilization Agreement, Contractor has agreed to make benefit contributions on behalf of its employees working thereunder to each Trust Fund in which a Union representing a craft in which Contractor's employees is to work, and signatory to the Project Stabilization Agreement, participates. Therefore, by its signature below, the Contractor agrees to be bound by the attached Participation Agreement [Name of Agreement/Fund/Dated] subject to the limitation that (1) it is recognized by the Contractor and the Trust Fund that the appended Participation Agreement may contain provisions that are inconsistent with the terms of the Project Stabilization Agreement; (2) that the Contractor and the Trust Fund have mutually agreed that any provision of the appended Participation Agreement that is inconsistent with any term of the Project Stabilization Agreement shall be deemed unenforceable as against the Contractor, notwithstanding the Contractor's agreement otherwise to be bound; and (3) that any disagreement or dispute over the terms of this commitment shall be subject to the procedures of Article 10 of the Project Stabilization Agreement (in which authorized representatives of the involved Trust Fund may participate at the request of any Party to the Agreement participating in the procedure).

__________________________________
 entrepreneurial (“Contractor”)

__________________________________
 (“Trust Fund”)

By:________________________________
By:________________________________

cc: PCI

Attachment

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### FREQUENTLY ASKED QUESTIONS Participation Agreements and Schedule A’s

<table>
<thead>
<tr>
<th>Sequence</th>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>What are the procedures for obtaining, signing and submitting Participation Agreements?</td>
<td>First, determine the correct work assignment. Second, contact the appropriate trust fund(s) to follow its procedures. Where a question arises, the Contractor can contact the PSA Coordinator for assistance.</td>
</tr>
<tr>
<td>2.</td>
<td>How do Contractors determine the correct work assignment?</td>
<td>Contractors may use the DIR website, <a href="http://www.dir.ca.gov/DLSR/statistics_research.html">www.dir.ca.gov/DLSR/statistics_research.html</a>, to assist in determining the appropriate union responsible for the work assignment. Where a question arises, the Contractor can contact the PSA Coordinator for assistance.</td>
</tr>
</tbody>
</table>
Things You Should Know

Core Workforce/Hiring Procedures

Section 5

• A core employee is defined as an employee who:
  – Appears on the Contractor’s active payroll for 50 of 100 working days prior to contract award
  – Possesses required licenses
  – Performs work safely, and
  – Is a District resident as of October 1, 2003 or for 100 working days prior to the contract award date to the prime contractor

• Prime contractors may employ their core workforce without hiring anyone from the union, as long as those workers qualify as core employees.

• Subcontractors and Prime Specialty contractors must follow an alternating one-to-one hiring procedure if they intend to use members of their core workforce.

• All members of the contractors’ core workforce must qualify as core employees and are not excluded from any PSA requirements, including employee benefit contributions to the appropriate trust fund and registration with the applicable signatory union hiring hall.

• Core employees are not required to join any union; however, the Contractor is required to ensure that all employees are registered with the appropriate union hiring hall (referral system). The applicable Schedule A’s may require a Contractor’s core workforce and any other persons employed other than through the union hiring hall to pay monthly working dues or uniformly required fees for participating in LAUSD PSA-covered work. Schedule A’s cover employee responsibilities.

• If a union fails to supply a worker within 48 hours, excluding Saturdays, Sundays, and holidays, the contractor may hire from other sources and, upon doing so, must inform and register these employees with the appropriate signatory union hiring hall.

• Contractors have the right to oversee and manage construction operations.

• Contractors shall not employ on Project Work, when minors may be present on or around the site during working hours, a person who would not be eligible for employment by the District under California Education Code section 45123.

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CONTRACTOR ROLES & RESPONSIBILITIES

WORKFORCE & HIRING PROCEDURES

CONTRACTOR SELECTION OF EMPLOYEES
(PSA, Section 3.2, Page 12 paraphrased below)

Contractors have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and which employees are to be laid-off, consistent with Article 4 Section 4.3.

CORE WORKFORCE
(PSA, Section 3.6, Page 15 paraphrased below)

The CORE WORKFORCE is comprised of those employees:

- Whose names appear on the Contractor’s active payroll for fifty (50) of the one hundred (100) working days before the award of the Project Work to the Contractor,
- Who possess any license required by state law for the Project Work to be performed,
- Who have the ability to safely perform the basic functions of the applicable trade, and
- Is a District resident as of October 1, 2003 or for 100 working days prior to the contract award date to the prime contractor.

Prime Contractors

Prime contractors not engaged in specialty work may employ core employees exclusively but if prime contractors require additional workers beyond their core employees, prime contractors must use signatory union referral procedures.

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“Prime specialty” contractor and subcontractor

A “prime specialty” contractor or subcontractor may employ workers as follows:

<table>
<thead>
<tr>
<th>CONTRACTOR'S CORE WORKFORCE</th>
<th>UNION REFERRAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; employee (core)</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; employee (from union)</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; employee (core)</td>
<td>4&lt;sup&gt;th&lt;/sup&gt; employee (from union)</td>
</tr>
<tr>
<td>5&lt;sup&gt;th&lt;/sup&gt; employee (core)</td>
<td>6&lt;sup&gt;th&lt;/sup&gt; employee (from union)</td>
</tr>
<tr>
<td>7&lt;sup&gt;th&lt;/sup&gt; employee (core)</td>
<td>8&lt;sup&gt;th&lt;/sup&gt; employee (from union)</td>
</tr>
<tr>
<td>9&lt;sup&gt;th&lt;/sup&gt; employee (core)</td>
<td>10&lt;sup&gt;th&lt;/sup&gt; employee (from union)</td>
</tr>
</tbody>
</table>

When a “prime specialty” contractor or subcontractor employs a maximum of five (5) members of its core workforce using the alternating hiring procedure, the contractor must then hire exclusively from the appropriate union’s referral system.

Contractors must register core employees with the appropriate signatory union hiring hall, and contribute the employee benefit portion of their prevailing wage rate, on their behalf, to the appropriate trust fund.

It is the Contractors’ responsibility to inform the employees of their trust fund benefits. The District intends to make this a contractual obligation in the future.

**FREQUENTLY ASKED QUESTIONS**  Workforce & Hiring Procedures

1. What defines a District resident?

   A District resident is someone who resides within the District’s designated zip-codes. The zip code list is in Section 10 EXHIBIT C.

**REFERRAL PROCEDURES**

(PSA, Section 3.3 (a,b,c), Page 12 paraphrased below)

For the signatory unions having a job referral system in their Schedule A, the Contractors must comply with such system and will use it exclusively except as modified by the PSA.

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FREQUENTLY ASKED QUESTIONS

1. How does a Union referral system work?

Each union has its own unique referral system and those referral systems may vary among unions. For example: To request a manpower dispatch, the Contractor may only need to call in to the dispatcher and provide information on the exact skills needed. Another union may require that a manpower dispatch request be provided in writing. Once a worker is dispatched, a union may just have the worker show up to work, or they may send information about who will be dispatched.

Contractors must be familiar with the applicable union’s referral system prior to beginning work.

TIME FOR REFERRAL

(PSA, Section 3.7, Page 16 paraphrased below)

If any union’s referral system does not fulfill the requirements for a specific classification of covered workers within forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, the Contractor may employ workers from other sources. However, the Contractor will inform the union of such hired worker and register such worker with the appropriate hiring hall.

NON-DISCRIMINATION

(PSA, Section 3.4, Page 13 paraphrased below)
The Contractor 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.

EMPLOYMENT OF DISTRICT RESIDENTS
(PSA, Section 3.5, Page 14 paraphrased below)

So long as potential workers possess the requisite skills and qualifications, residents of the District shall be first referred for Project Work until at least 50 percent of the positions for Project Work for a particular Contractor or any subcontractor have been filled with District residents (this includes core workers).

UNION MEMBERSHIP
(PSA, Section 3.9, Page 16 paraphrased below)

No employee covered by the PSA shall be required to join any union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring union at the time of referral shall maintain that membership is in good standing while employed under the PSA. All employees shall comply with the union security provisions of the applicable Schedule A for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of the applicable monthly working dues and any non-initiation or application fees uniformly required for membership in the union.

WAGES
(PSA, Section 5.1, Page 18)

All employees on public works projects shall be classified in accordance with the work performed and paid, at a minimum, the applicable prevailing wage rate (including

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overtime, holiday, Saturday/Sunday) as established by the Department of Industrial Relations (DIR) and pursuant to California Labor Code 1720 through 1861 et seq.

FREQUENTLY ASKED QUESTIONS

1. Who is responsible for issues regarding prevailing wage?

   The District’s Labor Compliance Department was approved by the State of California in 1993, therefore, it is the first point of contact for any issues regarding prevailing wage. Contact the Labor Compliance Department at the following number (213) 241-4665.

SHOW UP PAY

(PSA, Section 6.6, Pages 22-23 quoted below)

(a) Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight-time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight-time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the contractor(s) or his/her designated representative. Each employee shall furnish his/her contractor with his/her current address and telephone number, and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee’s normal shift.
(c) When an employee leaves the job or work location of his/her own volition, is discharged for cause, or is not working as a result of the Contractor’s invocation of PSA Article 12, Section 12.3, [regarding suspension of work for safety], the employee shall only be paid for actual time worked.

**FINAL WORKER PAYMENT**  Workforce & Hiring Procedures

Be aware that procedures for the payment of wages to discharged employees and/or employees leaving of their own volition are described in the Schedule A’s. Contractors should comply with these requirements to avoid incurring additional costs that may occur for not complying with the Schedule A’s.

State law requires the employee to receive full payment at the time of involuntary termination. An employee who voluntarily resigns must be paid in full within 72 hours thereafter, unless the employee gives 72 hours notice of this or his/her intention to resign, in which case the employee is entitled to their wages at the time of quitting.
Things You Should Know

Employee Benefits (Fringe Benefits)

Section 5

• The State of California requires prevailing wage be paid to the construction worker. Employee benefits (fringe benefits) are part of the required prevailing wage rate.

• The PSA requires the Contractors to pay the employee benefits of prevailing wage to the appropriate trust fund.

• When a contractor contributes the employee benefits to the appropriate trust funds on behalf of the employee then the employee benefits contribution to the trust funds is applied toward the prevailing wage rate.

• If Contractors keep employees on their own benefit program or pay benefit amounts directly to the employees, benefit amounts must still be paid to the appropriate trust fund.

• It is the Contractors' responsibility to inform the employees of their trust fund benefits. The District intends to make this a contractual obligation in the future.

• Employer fringe benefit contributions to the trust fund accrue to the direct benefit of the employees, however, in some cases there are vesting periods to qualify for benefits. Benefit vesting information is obtained from the appropriate trust fund(s).

• The District requests that all Contractors submit employees name, address and social security numbers to the trust fund in an accurate, readable format. This is critical to employees receiving benefits.

• It is imperative that Contractors contribute employee benefits to the trust fund(s) in a timely manner. Typically, employee benefits are due to the trust fund(s) on a monthly basis. When employee benefit contributions are not made in a timely manner, it can result in PSA, trust fund and/or State Prevailing Wage Law violations and penalties.

• Each contractor must certify that it has paid all employee benefit contributions to the appropriate trust fund(s) prior to obtaining final payment and or retention.

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Employee benefits (fringe benefits) are part of the required prevailing wage rate paid to a construction worker, and per the PSA, Employee Benefits shall be paid to the appropriate trust fund(s) on behalf of each covered (union and non-union) employee.

To prevent violations and penalties, the employee benefit portion of prevailing wage must be paid into the appropriate trust fund – even if the contractor has its own benefit plan or pays the benefits directly to the employee. The following are examples of benefits contributed:

- Health and Welfare
- Vacation
- Pension
- Training Funds

Department of Industrial Relations (prevailing wage determination) refer to employee benefits (fringe benefits) as “Employer Payments”.

Contractors must be aware of the following:

- Benefit contributions to the trust fund(s) are not to exceed the amounts set forth in the applicable prevailing wage determination.
- Benefit vesting periods
- Benefit due dates

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• Individual requirements for benefit coverage

Each contractor must certify that it has paid all employee benefit contribution to the appropriate trust fund(s) prior to obtaining final payment and/or retention. The District may withhold payments from a Prime Contractor if it is notified that employee benefit contributions have not been paid Article 5 Section 5.2(c). The District intends to require electronic submittal of a trust fund certification statement as part of its online compliance system.
1. Where and how often do Contractors need to send the fringe benefit contributions to the trust fund?

Benefits are generally paid on a monthly basis. Trust fund requirements for benefit contributions vary. Contractors must contact the appropriate union to determine where the contributions must be sent and how often. Please refer to Section 10 EXHIBIT C to obtain the most up-to-date addresses and phone numbers for the unions. It is imperative that contractors contribute employee benefits to the trust fund in a timely manner. If these employee benefit contributions are not made in a timely manner, PSA, trust fund and/or State Prevailing Wage Law violations and penalties may result.

2. If contractors pay the fringe benefits directly to their employees, are they in compliance with the Labor Compliance requirements?

Yes, but the PSA has different procedures. According to the PSA, fringe benefits must be paid to the appropriate trust fund(s) on behalf of each covered employee.

3. Do the contractors’ employees receive any of these benefits?

Yes. These benefits do accrue on behalf of the employees. It is the Contractor’s responsibility to notify employees of all trust fund benefits they are entitled to.
EMPLOYEE BENEFITS AND RESPONSIBILITIES

- Non-union employees are not required to join any union as a condition of being employed or remaining employed for the completion of Project Work.
- All employees must register with the appropriate union hiring hall and ensure that the trust fund has correct information. This information may include names, addresses, social security numbers, and any other pertinent information requested by the trust fund. This is very important. The trust fund must be provided with accurate identity and contact information for non-union employees to receive benefits.
- All employees working on PSA-covered projects are required to conform with the applicable provisions of the Schedule A’s.
- All employees are encouraged to contact the union directly with their information or if they have any questions. The contact information for all unions party to the PSA is included in Section 10 Contact Information.
- All employees must pay applicable monthly working dues if required and any non-initiation or application fees uniformly required. The District suggests that contractors consult with the appropriate union(s) to obtain appropriate fee and due information.
Things You Should Know

Union Access/Stewards/Foremen

Section 5

- Union representatives have access to PSA-covered jobsites, provided they do not interfere with the Contractors' work. The PSA Coordinator and LAUSD should be notified immediately if any disruptions or onsite conflicts occur.

- Union representatives accessing jobsites must comply with posted visitor, security, and safety rules as required by LAUSD.

- Unions may dispatch a steward for each shift in accordance with the appropriate Schedule A's.

- The selection of the foreman is the responsibility of the contractor.

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Things You Should Know

Other
Section 5

- The PSA does not permit lockouts.
- Contractors must comply with State of California Prevailing Wage laws.
- Contractors have the right and responsibility to make work assignments to the appropriate union(s).
- Contractors must ensure a safe working environment.
- The PSA Coordinator assists the contractor with the scheduling and planning of Pre-Job Conferences.

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CONTRACTOR ROLES & RESPONSIBILITIES

WAGE PREMIUMS, PREVAILING WAGE LAWS, OVERTIME, SHIFT WORK

WAGE PREMIUMS
(PSA, Section 5.3, Page 20 paraphrased below)

The Contractor will pay wage premiums if mandated by the applicable prevailing wage determinations.

COMPLIANCE WITH PREVAILING WAGE LAWS
(PSA, Section 5.4, Page 20 paraphrased below)

The Contractor will comply with applicable prevailing wage laws.

OVERTIME
(PSA, Section 6.3, Page 21 paraphrased below)

The Contractor will pay overtime (daily, Saturday, Sunday and Holiday) in accordance with the requirements of the applicable prevailing wage determinations.

SHIFT WORK
(PSA, Section 6.4, Page 21 paraphrased below)

The Contractor will pay shift work in accordance with the requirements of the applicable prevailing wage determinations.

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FREQUENTLY ASKED QUESTIONS – Shift Work

1. Are contractors required to pay shift pay?

When mandated by the State of California prevailing wage determinations, contractors are required to pay shift pay.

NO LOCKOUTS
(PSA, Section 7.5, Page 25 paraphrased below)

The Contractor will not cause, incite, encourage, condone or participate in any lockout of employees on Project Work.

ASSIGNMENT OF WORK
(PSA, Section 8.1, Page 28 paraphrased below)

The assignment of work is solely the responsibility of the contractor performing the work involved; and such work assignments will be in accordance with “The Plan” for the Settlement of Jurisdictional Disputes in the Construction Industry (“The Plan”) currently in effect, or any successor plan. (Refer to Section 7, Jurisdictional Disputes)

MANAGEMENT RIGHTS
(PSA, Section 9.1, Page 29 paraphrased below)

The Contractor, and the District, have the right and authority to oversee and manage construction operations without any limitation, unless expressly limited by the PSA.
REGULATORY COMPLIANCE
(PSA, Section 11.1, Page 35 paraphrased below)

The Contractor will comply with all applicable federal and state laws, ordinances and regulations.

TRAVEL AND SUBSISTENCE
(PSA, Section 13, Page 37 paraphrased below)

Travel expenses, travel time, subsistence allowances and/or zone rates and parking reimbursement shall not be applicable, unless provided for in any applicable prevailing wage determinations.

APPRENTICES – See Section 9
(PSA, Section 14.2, Page 38 paraphrased below)

The Contractor will make every effort to hire apprentices, up to thirty (30%) percent of each craft’s workforce, unless a different ratio is established by the Division of Apprenticeship Standards.

WORKING CONDITIONS
(PSA, Section 15.1, Page 40 paraphrased below)

Contractors will establish non-working times during working hours except as may be required by applicable state law or regulations (i.e. Industrial Welfare Commission Order No. 16 – ten (10) minutes in each four (4) hours worked shall apply).

PRE-JOB CONFERENCES
(PSA, Section 8.4, Page 29 paraphrased below)
(PSA, Section 16, Page 40 paraphrased below)

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The PSA Pre-Job Conference is a meeting for prime contractors awarded PSA-covered construction contracts.

- It is in addition to LAUSD job start or pre-bid meetings. The purpose of a Pre-Job Conference is to address labor problems prior to work beginning and convey information about the project to local unions.

- The Contractor should be prepared to identify their subcontractors, discussed work assignments and other matters of coordination for the upcoming project. This is the opportunity to resolve any potential problem before the start of construction so the project goes smoothly.

- The prime contractor is required to attend and conduct the PSA Pre-Job Conference. Subcontractors are welcome to attend.

- Prime contractors should use the “Pre-Job Conference Form”, Section 10 Exhibit D, which is also available on LAUSD website:

  www.laschools.org/contractor/psa

- The PSA Coordinator will assist the contractors in the proper completion of the Pre-Job Conference form when requested.

Prime contractors shall notify the PSA Coordinator at least two weeks before starting work that they have been awarded a PSA-covered construction contract. The PSA Coordinator shall coordinate the scheduling of a Pre-Job conference with the contractor, Council and affected signatory union(s).

Prime contractors should work closely with the PSA Coordinator to complete applicable paperwork (available at www.laschools.org/contractor/psa) and convey all necessary information to appropriate signatory union(s).

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SAFETY

(PSA, Section 12.1, Page 36 paraphrased below)

The contractor is responsible to ensure safe working conditions and employee compliance with any mandated safety rules.
Things You Should Know
About the LAUSD Safety Program

LAUSD WEBSITE RESOURCES
Contractors can access the following resources on the LAUSD website:

- LAUSD Job Safety Analysis Form
- LAUSD Safety Prequalification:
  - Overview
  - Questionnaires
  - Evaluations
  - OCIP Insurance manual
- Cal/OSHA Resources
- From the www.laschools.org website, select the “Contractor“ tab, then “Contractor Prequalification” on the left under Bidding information. The following direct link can also be entered: www.laschools.org/contractor/cc/pq/

LAUSD SAFETY PHILOSOPHY

LAUSD is dedicated to the principle that a safe project is a successful project for LAUSD and our contractors. It is committed to the safety of its project employees, LAUSD students and faculty, the surrounding community, and the environment.

While Project Management has the responsibility for conducting projects in a manner that strives to prevent accidents, the contractor has primary responsibility for safety at the project site, and their employees share in that responsibility. All employees are expected to work safely and to contribute to the safety of others. In fact, this is an important condition of employment for everyone working on the LAUSD School Repair and Construction Project.

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Accident prevention contributes to the contractor's well-being by avoiding injury or illness to the Contractor and its Subcontractor's employees, improving productivity, and reducing costs. The community also benefits directly from accident prevention efforts when potential damage to the environment or members of the community is effectively managed.

To say that all accidents can be prevented is a realistic goal, not just a theoretical objective. It is achievable, in part by eliminating sources of hazards and unsafe acts, but where this is not practical, measures such as safety engineering controls, proper training, safe operating procedures and personal protective equipment can be used to meet this goal.

In order for all LAUSD Project contractors to understand this Safety Philosophy and to meet its expectations, both general and specific training is required. That training is the responsibility of every level of supervision for each Contractor. Safety training and the prevention of accidents are logical and appropriate parts of how we expect your operations to be conducted.

CONTRACTOR RESPONSIBILITIES

PRIMARY SAFETY RESPONSIBILITY
The Contractor has the primary responsibility for the safety of its employees, its subcontractors, the public, and the work site in general. The Contractor shall comply with all applicable provisions of Federal, State, and local laws, ordinances, codes and regulations affecting safety and health, including but not limited to the OSH Act, and the California Code of Regulations, Title 8.

The Contractor shall comply with the Cal/OSHA Safety Orders (California Code of Regulations, Title 8), and Title 29 Code of Federal Regulations (29 CFR) and/or the LAUSD Construction Safety Standards of the Contract, whichever is most stringent.

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SAFETY PRE QUALIFICATION OF SUBCONTRACTORS

The contractor shall be responsible for pre-qualifying subcontractors, using the LAUSD Contractor Safety Prequalification Questionnaire, before contracting with a subcontractor. Contractor shall not permit subcontractors without an active safety prequalification to perform work on the project site.

CONTRACTOR SAFETY REPRESENTATIVE

If the prime contractor and his/her subcontractors have 50 or more combined total employees on site, the prime contractor must have a dedicated safety representative assigned to the site full time to carry out the duties described below.

If the prime contractor and his/her subcontractors have fewer than 50 combined total employees on site, the prime contractor and subcontractor can delegate the safety representative duties to an on-site supervisor.

Safety Representative Qualifications

The Contractor shall designate a responsible and qualified member of its organization at the work site who has the authority to enforce the Contractor’s Safety and Anti-Substance Abuse programs, to assure compliance with the OSH Act, and to prevent accidents.

The Contractor’s safety representative shall have at minimum:

- The authority to stop work when safety problems are identified.
- The authority to implement corrective actions.
- Construction experience.
- Training and certification in the OSHA Construction Outreach 10/30 Hour Programs.
- Training and certification in First Aid and CPR.

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Contractor Safety Representative Responsibilities

Specific responsibilities of the Contractor’s Safety Representative must include, but are not limited to the following:

- Conduct safety orientation sessions for employees new to the site, prior to their beginning work.
- Conduct, participate in, or assist field supervisors with weekly toolbox safety meetings.
- Conduct weekly supervisor safety meetings.
- Instruct and inform supervisors on safety rules and regulations.
- Instruct employees in the proper use and care of personal protective equipment (PPE).
- Instruct employees concerning special procedures (e.g., confined space entry, trench shoring, etc.)
- Conduct OSHA required training.
- Complete OSHA, state, federal, company and project-specific reports.
- Complete accident investigation reports in accordance with the Insurance Manual.
- Complete, at a minimum, weekly job site loss control inspection/audit reports.
- Maintain training documentation.
- Implement site specific safety policies and procedures.
- Demonstrate, by example, proper safety behavior.
- Ensure first aid supplies are adequate.
- Coordinate transportation of employees with minor injuries to the designated Medical Clinic.
- Keep LAUSD and the OCIP Project Safety Coordinator informed of any safety related problems that have or may develop.
- Conduct weekly work area safety inspections and forward results to LAUSD Project and the OCIP Project Safety Coordinator.

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Things You Should Know

About the LAUSD Safety Program (cont.)

• Review *Loss Control Survey* forms submitted from OCIP Safety which note safety non-compliance items. Disseminate the *Loss Control Survey* forms to subcontractors if necessary. Ensure corrective action is taken; and return the completed *Loss Control Corrective Action* form to the Project Safety Team and OCIP Administrator (Aon).

**CONTRACTOR’S OVERALL RESPONSIBILITIES**

• The Contractor has the primary responsibility for on-site safety for his/her employees and subcontractors performing work under this project.

• Each Contractor shall have an effective and written Injury and Illness Prevention Program (IIPP) in accordance with the provisions contained in the California Labor Code §6401.7, and 8 CCR §1509 and §3203. This safety program shall include but not be limited to:
  1. Hazard Communication Program
  2. Job Safety Analysis (Hazard) Program
  3. Emergency Response Plan
  4. Fire Prevention Plan
  5. Safety Training Program
  6. Job site Inspection/corrective Action Program
  7. Accident Investigation Program
  8. Disciplinary Action Program
  9. Drug Free Workplace Program
  10. Safety Incentive Program

• The contractor scope shall include this OCIP Project Safety Policy. This shall include all services required for the complete performance of the *LAUSD Project* contractor work and all related site work in accordance with the scope of work.

• Alcohol, drugs and weapons shall not be allowed on the site under any circumstances, and shall be the cause for immediate removal.

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Things You Should Know

About the LAUSD Safety Program (cont.)

• All site field supervisors are to be safety trained. Minimum recognized training is a 10 or 30 hour OSHA Construction Outreach Certification.
• Drugs and Alcohol- The contractor must support and encourage a drug-free workplace.
• All contractor employees are to receive project site safety orientation which reviews the site safety rules and regulations prior to start of work.
• Every contractor shall schedule monthly (at a minimum) project safety meetings with their subcontractors to properly coordinate the work within the trades and resolve matters related to safety and health of project work.
• The contractor will conduct, at a minimum, weekly tool box safety meetings with their crew members. Minutes of these tool box meetings are to be recorded.
• The contractor will ensure that all personnel are properly trained and instructed for all jobs which require specific training and/or competency to meet all applicable OSHA regulations, state and federal law, and the requirements herein.
• The contractor is responsible for handling, on a daily basis, rubbish generated by his/her work. The contractor must keep the work place clean.
• The Contractor is responsible for ensuring that corrective action is taken when Loss Control Survey forms are issued to the Contractor. The Loss Control Corrective Action form must be completed by the Contractor and returned to the OCIP Safety.

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