

**CONTRACTOR'S  
LABOR RELATIONS GUIDELINES  
OUTLINE**

**I. PREAMBLE**

**II. INTRODUCTION**

**III. DUTIES**

- A. Pre-Job Planning
- B. Manpower Needs
- C. PCI Labor Relations Representative (LRR)
- D. Field Responsibilities
- E. Labor Sources

**IV. PROJECT LABOR AGREEMENT**

- A. Scope of Agreement
- B. General Terms and Conditions

**V. HIRING/DISCRIMINATION**

- A. Hiring Procedure
- B. Management Rights
- C. E.E.O. Requirements and Record Keeping

**VI. DISCIPLINE AND TERMINATION**

- A. Guidelines for Disciplining Employees
- B. Major and Minor Infractions
- C. Types of Termination and How Applied
- D. Record Keeping
- E. Review

**VII. GRIEVANCE PROCEDURES**

**VIII. JURISDICTIONAL ISSUES**

- A. Mark-up Meetings
- B. Dispute Procedures
- C. Restrictions and Responsibilities

**IX. GLOSSARY OF PROJECT LABOR AGREEMENT TERMS**

## I. PREAMBLE

This guide is designed to assist construction supervision in insuring labor/management stability, PLA compliance and to outline procedures to follow should issues arise. The guide does not, nor is it intended to, provide all the answers to every conceivable labor issue that may arise. The primary purpose is to furnish construction supervision with a guide for a clear understanding of the Emergency Storage Project labor policies, the framework within which those policies function, and the procedures we employ for implementation, communication, coordination and reporting of pertinent information.

The construction of the Emergency Storage Project (ESP) will require substantial numbers of employees from construction crafts and other related industries. The purpose of the Project Labor Agreement is to insure that all new construction work covered shall be performed safely, efficiently, economically and without interruption. The parties involved with the negotiations of the Project Labor Agreement recognize that special considerations, approaches and solutions are basic to the successful completion of this project.

This Labor Relations Plan is to be utilized in daily construction activities, with coordination and assistance from Parsons Constructors Inc. (PCI) Labor Relations Representatives.

PCI has been retained by the San Diego County Water Authority (Owner) to be the Administrator of the Emergency Storage Project - Project Labor Agreement (ESP-PLA), and as such, to assist and advise contractors working under the Agreement. PCI has neither the responsibility nor the authority to make decisions for contractors, except where expressly stated in the ESP-PLA.

## **EMERGENCY STORAGE PROJECT CONSTRUCTION CONTRACTORS**

### **II. INTRODUCTION**

These guidelines are provided to the contractors and their staff to aid in the proper coordination and implementation of the Emergency Storage Project Labor Agreement (ESP-PLA).

#### **PURPOSE**

These guidelines are aimed at improving your skills, knowledge and at helping you manage in a cost effective and productive manner.

As a successful contractor on this project, it is important for you to review the material provided and to familiarize yourself and your management team with the terms and conditions of the Emergency Storage Project PLA and the Schedule A's. You have been awarded work because of your ability to perform in an efficient, economical and productive manner and function within safety/health standards on this project. Our goal is to achieve a safe and quality constructed project that will be a bench mark for the public, the environment, and all the employees and contractors who participated.

Parsons Constructors Inc. (PCI) will provide a Project Labor Relations Representative (LRR) to assist you in becoming familiar with the policies and practices expected of you and your employees while you are established at the site.

PCI hopes this program will afford you the opportunity for updating yourself with the ever changing climate of today's demands on a contractor. PCI will attempt to provide the very best of services in managing skills.

#### **PROGRAM ELEMENTS**

In order to fully cover the various elements of the program, we are going to cover them in separate parts. These guidelines are provided to facilitate your successful completion of work on the Emergency Storage Project.

### III. DUTIES

- A. As a contractor, you are a central factor in insuring a successful project on this site. Your ability to coordinate and perform construction tasks makes it possible to realize our objectives and commitments. Pre-job planning is essential to avoid unnecessary delays, resolve problems, and focus attention on construction issues before they reach major proportions. Resources must be available for each task with enough flexibility to allow for delays and/or logistical problems.
  
- B. As a contractor, you are the direct contact with the skilled workers on the job. You determine when, what specific craft, and how many employees are needed for anticipated work. You plan and oversee their work and check their progress. You direct and discipline them. You are in daily contact with the crafts. Your skill is the catalyst in creating a cooperative and productive work environment for the crafts and the project.
  
- C. PCI's Labor Relations Representative (LRR) is assigned to consult and advise contractors in their relations with the involved constructions crafts. This may involve assistance with resolution of any labor/management disputes under the Project Labor Agreement. As a contractor on the site, you are responsible for your defined scope of work. However, PCI's LRR will provide assistance in various elements that comprise the program's Labor/Management Policy. These include but are not limited to the following:
  - 1. Administering and interpreting the Emergency Storage Project PLA
  - 2. Reviewing craft labor and its availability throughout the course of the project, establishing accurate appraisals of manpower in the area and regions.
  - 3. Conducting monthly Labor/Management meetings for the duration of the project. These are held on \_\_\_\_\_ of each month.
  - 4. Coordinating equipment markups and required labor pre-job conferences.
  - 5. Advising on craft work assignments made by the involved contractor at labor pre-job conference meetings for contractors and trade representatives.
  - 6. Periodically updating and reviewing schedules and manpower needs of various contractors on site to assess priorities.
  - 7. Insure that a cooperative approach is practiced in dealing with labor/management issues.
  - 8. Evaluating and reviewing areas of concern so proper remedies and solutions may be discussed and resolved.
  
- D. As a contractor, the following may assist you in your labor/management relations:

1. **Plan and forecast** - Devise a work plan and schedule of proposed work. Determine what will be occurring in the ensuing weeks that will affect the number and type of craftsmen you will need to accomplish tasks. Evaluate congestion of areas and familiarize yourself with the different areas at the worksite.
  2. **Evaluate needs** - Be sure to match needs to actual tasks to be performed. Don't overload one craft at the expense of another. Review equipment and material deliveries; where they are needed, when they are needed and what delays are likely.
  3. **Assign crafts properly** - Educate yourself and request assistance from PCI's LRR when assigning craftsmen to particular jobs. In most instances, your past knowledge will guide you in directing the workers. However, many past practices may not coincide with the Emergency Storage Project PLA and its procedures. Many times problems can be avoided if thoroughly investigated prior to start of construction.
  4. **Maintain flexibility** - Consider alternatives that could enhance productivity levels. Be willing to recommend and accept changes if it appears to be beneficial to the progress of the job.
  5. **Actively supervise** - Actual performance cannot be measured by man-hours expended. Performances can only be measured by what is really accomplished during working hours. Man-hours spent in change shacks, early quitting, break periods, etc., don't build jobs. It is essential that contractors maintain a productive work force to insure a quality project.
- E. There are many variables which will affect work performance. One of the most important factors which is under your control is craft employment projections. How you utilize, forecast and direct the crafts is directly related to your ultimate success at the Emergency Storage Project site.

PCI may be able to assist if you have difficulty in obtaining qualified craftsmen. Craft labor and its availability will be continually reviewed by PCI's LRR. The PCI LRR will take the following steps.

- STEP I**     a. Establish accurate appraisals of manpower throughout San Diego County.

- b. Evaluate all major programs in immediate area and secondary regions. These areas will be reviewed each month at the Labor/Management Meetings.
- c. The Building and Construction Trades Department, in Washington DC, will be advised on an ongoing basis, outlining our projects, construction time sequence, peak employment periods, and labor resources.
- d. Contact International unions and access their computer labor data banks to identify the various regions and their skilled crafts and their availability.

**STEP II** Work with local unions when necessary to assist in locating and training of the work force, including using community-based organizations or state-approved apprenticeship or training programs as a “First Source” for hiring qualified or qualifiable applicants from the geographic area when a local union’s hiring hall has been exhausted.

**STEP III** Contact labor representatives in secondary regional areas to attract manpower when necessary.

**STEP IV** Contact labor representatives in greater western region cities to establish available craft labor for the project when necessary.

#### IV. PROJECT LABOR AGREEMENT

- A. The San Diego County Water Authority (Owner) requested a contractor (PCI) to negotiate and administer a project labor agreement for the duration of the project. PCI will be the administrator of the ESP PLA. Such an agreement was developed to meet the long range needs of the construction program. The Owner has the right to expect a labor program that can insure a safe, economical and efficient environment for contractors to perform work. PCI will provide services to minimize potential misunderstandings, while maintaining a fresh, new approach to labor/management relations.
- B. Major articles that were negotiated into the Agreement:
1. The Emergency Storage Project PLA prohibits all strikes, picketing, work stoppages, slow downs, or other disruptive activity for any reason, including any such activity, arising out of any dispute or negotiation of local collective bargaining agreements. The contractors agree to a no lockout commitment. Expedited procedures are established to enforce the no strike/no lockout commitments. A permanent arbitrator is assigned to this provision of the contract to render immediate decisions after a proper hearing is conducted.
  2. The parties to the Agreement recognized the importance of a cost effective and efficient worker compensation program with ADR. Quarterly meetings are established to insure a quality program. This will provide a fair and expeditious method for resolution of any disputes covered by this provision.
  3. Monthly Labor/Management Meetings are established for the \_\_\_\_\_ of each month at the San Diego Building Trades office. The meetings are jointly chaired by the Manager of Labor Relations, PCI and the President of the San Diego Building Trades Council.
  4. Monthly Safety/Labor-Management Meetings are scheduled to coordinate all safety issues for the project. These meetings are co-chaired by PCI Safety Representative and the president of the San Diego Building Trades.
  5. Emphasis is placed on providing equal opportunity for contracting with Emerging Business Enterprises (EBE), Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Minority Employment.
  6. Non-discriminatory hiring halls are utilized for the hiring of skilled crafts, with emphasis on the local geographical labor pool to the extent possible.
  7. Emphasis on hiring applicants from the local geographical area to the extent legally possible.

8. Standardized Dispute Resolution procedures for Jurisdictional Disputes and Grievances.
  9. Union and non-union contractors will be able to compete for work on the Project. All contractors must sign a Letter of Assent, which covers only this Project. No contractor is or will be required to sign any other Agreement with the signatory union as the condition of performing work within the scope of this Agreement. The Union will refer to Contractors, who have never had a collective bargaining relationship, one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired ten (10) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.
  10. Standardization of many work practices and conditions for all contractors and signatory unions.
  11. Craft apprentices may comprise up to one-third (1/3) of each craft's work force at any time.
  12. All workers covered by the Project Labor Agreement will be paid prevailing wages as determined by the State of California.
- C. Experience has shown that a harmonious relationship between labor and management minimizes misunderstandings while maintaining productivity and cooperation, insuring the success and quality of the project.

## V. HIRING/DISCRIMINATION

- A. In order to avoid problems in hiring, one individual should be selected to place all orders with the local unions. If the contractor has a full-time Labor Relations Representative (LRR), this responsibility should be solely his/hers. If there is not one, the Contractor should designate one individual.

Under terms and conditions of the Project Labor Agreement, all contractors agree to adhere to local area referral and hiring procedures. The PLA commits the union hiring halls to operate without discrimination based upon union membership, and in compliance with all equal employment laws. Though slight differences may occur in various unions, the local agreements also contain nondiscriminatory clauses. Likewise, as a contractor you must maintain a working environment free of harassment, intimidation, and coercion throughout the Emergency Storage Project when you are assigning employees to work. All State and Federal Employment laws and their requirements should be monitored through each contractor's Equal Employment Opportunity compliance manager.

When it becomes necessary for a contractor to request crafts, you should submit the proper request form to your designated representative. In some instances, you may want to request a worker by name. If any questions result, contact PCI's Labor Relation's Representative.

It is the contractor's right to determine the number of employees required for various job assignments and transfer those employees at its discretion to various work activities throughout the project. The unions are obligated and agree to furnish qualified crafts and apprentices to properly execute your work. You retain the right to reject any applicant referred by the union, consistent with the Emergency Storage Project PLA.

The Emergency Storage Project PLA has a clause stipulating a time period of forty-eight (48) hours for the unions to supply workmen. If this is not adhered to, you have the right to secure applicants from any other available source.

Under Federal guidelines for the hiring of minority and females, the unions will assist you in coordinating efforts to insure that required ratios, if any, as have been instructed by Federal and State agencies, are being met.

The contractor shall keep accurate records of employment orders reflecting the actual hiring of crafts and also the number of terminations of any nature with the causes for such termination noted. A continuous record of employment requirements and reasons for fluctuations will be maintained to chronicle the project. A copy of these records shall be supplied to the PCI Labor Relations Representative, if requested.

---

## VI. DISCIPLINE AND TERMINATION

- A. Because of the ever increasing emphasis on individual rights, the proper methods of disciplinary action and termination of employees have become essential. Various repercussions from an unlawful termination could severely impact relationships, which could lead to serious misunderstandings and could result in unplanned economic and legal actions. If your practices are consistent, responsible, and fair, and if you follow the proper chain of command pattern, the possibility of confrontation should be eliminated. Once the job rules have been established, each applicant must sign an acknowledgment of these rules and comply for all work on the ESP Project. PLA contractors should enforce these rules uniformly from the inception of the job. PCI's Labor Relations Representative will be available to assist contractors in their decision-making practices.

When disciplining crafts, some guidelines should be followed:

1. Be sure that the employee or employees you are disciplining are the right workers. Don't react so hastily that you reprimand the wrong individuals. Investigate the incident or allegation thoroughly.
  2. Once you have researched the issues, take action immediately. The more time that elapses between infraction and discipline, the more that the positive effect of your action is likely to be weakened.
  3. Be consistent. Don't discipline two employees differently for the same offense. Once you take disciplinary action for a given infraction, make certain that any repetition of the infraction is dealt with the same way.
  4. The extent of your discipline should be related to the offense. Minor offenses should be handled differently from major infractions, with the ultimate result being termination.
- B. Several offenses should warrant termination (smoking, fighting, drinking, possession of non-prescribed drugs, possession of firearms, refusing to work, disregard for safety rules, falsification of records, theft, etc.). Those that are less serious would require warning prior to termination. The job rules will dictate your decision.

The specific reason for termination has to be clearly stated to eliminate confusion at the time of discharge and in the future. When you are terminating an employee, the following should be considered:

1. Is there any possibility that the employee or employees were unaware of the rules broken?
2. Was a responsible, fair, and objective investigation of the facts carried out?
3. Was the discharge just and without prejudice?
4. Will your decision be upheld if further investigation is necessary?

The termination(s) that have been discussed have involved disciplinary actions resulting from failure to follow posted project rules. However, it is important when processing a termination, that a distinction be made as to whether the termination is a discharge, a quit, or a lay-off.

- C. It is important, that as a contractor, you clearly understand the proper causes for termination. It is essential that when you terminate a worker, the specific cause be shown on their termination slip. Many times acting good naturedly, a contractor will use "reduction in force" as a reason when the worker should have been "terminated for cause". You are doing no one a favor, least of all the project. The union may refer the same person/applicant back to the job. The union has no way of knowing that you are dissatisfied with an employee unless it is properly reported to the project. It is extremely important that the specific cause of termination be recorded promptly and correctly. The PCI LRR is available to assist you in such matters.

It is very important that the employee's paycheck be ready at the time he/she is notified of their discharge. Avoid last minute rushes in preparing paychecks. If a worker is being terminated for cause, you will proceed as soon as possible. If terminations are due to reduction in force, you may want to postpone it until at the end of a shift.

It is important to keep in mind that any questionable termination can lead to charges against your company. It is essential when dealing with problems which could involve potential discrimination charges that you follow proper procedures and keep the PCI LRR fully advised. It is mandatory that a contractor not allow any prejudice to affect their treatment and conduct with the crafts. All employees, regardless of race, color, creed, or sex shall be treated equally and judged solely on their work performance and conduct.

- D. Record-keeping requirements are extremely important. If discrimination charges are filed, the contractor must be able to substantiate exactly what occurred that led to the employee's discipline or termination. The termination notice will serve to explain the reasons for the action taken. Also, record-keeping of any telephone conversations, meetings (attendance list), warnings, etc., could be helpful in remembering details that might be deemed necessary should litigation occur. Prepare and document each situation factually as if it is going to be arbitrated.

E. Reviewing guidelines to follow:

1. Utilize the Proper Termination Notice.
2. Investigate the situation, then give proper reason for termination. Do not "lay off" an employee who should be discharged for cause, and never "discharge" an employee who should be laid off.
3. When an employee is laid off or voluntarily quits, the termination must be marked "eligible for rehire". When he/she is discharged for "cause", the termination must be marked "ineligible for rehire".
4. Do not tolerate substandard work, carelessness or lack of qualifications. If any of these conditions exist for an extended period of time, it becomes increasingly difficult to terminate the involved employee.
5. If an applicant fails a test (i.e. welding) and no other work is available, employment should be refused for "inability to perform work tested or assigned", not "laid off".

## VII. GRIEVANCE PROCEDURES

- A. Grievances normally have to do with contract interpretations. PCI's policy is to live strictly by the terms of the Project Labor Agreement. If you always follow that principle, the incidence of grievances should be held to a minimum. Avoid not only the problems that could result from violations on your part, but subsequent problems that usually occur as a result of your having agreed to practices that go beyond the actual terms of agreements. These may be subject to treatment as violations when, you at some future date, attempt to correct bad practices to which you have been a party in establishing.
  
- B. Utilize the grievance procedure in the Project Labor Agreement. Do not establish special practices or precedent-setting procedures that will jeopardize the integrity of agreements.
  
- C. The Grievance Procedure in the Project Labor Agreement has been developed to insure communication between labor and management. The procedure provides orderly expedited steps to resolve potential problems. PCI's LRR should be notified if the grievance procedure is to be implemented. The contractor needs to meet within the stipulated time sequence to insure prompt resolution of items of concern. Any waiver of time limits shall be for good cause and in writing with a copy to PCI's Labor Relations.

## VIII. JURISDICTIONAL ISSUES

- A. Under the Emergency Storage Project PLA, a no-strike provision has been negotiated with the unions. Proper planning and communication of construction activities through the monthly labor/management meetings will provide a proactive approach for the successful completion of the project.
- B. Perhaps the chief cause of costly delay problems on projects are jurisdictional disputes among crafts. Prior to and during the course of the project, one or more Mark-up Meetings will be held. The object is to give the trades an opportunity to agree on the assignments for the work involved. These discussions are planned to resolve as many issues as possible prior to the construction operation. However, engineering changes, new and innovative methods, material, and equipment may lead to changes during the course of the project. Upon arriving at the site, all contractors should review drawings and PCI's LRR should be notified of any changes. Should an issue arise during the course of construction, or should crafts question proposed work assignments, the PCI's LRR should be contacted immediately. The following procedures should be followed:
1. PCI's LRR should be advised and provided with all the pertinent facts in writing regarding issues at hand.
  2. PCI will assist you with the proper procedures covered by the Project Labor Agreement. These include researching International Agreements, Decisions of Record, local agreements between crafts, along with local contractor and association practices.
  3. Any or all supportive material will be reviewed by PCI's Labor Relations and the involved contractor(s).
  4. Once all pertinent material is gathered, a decision can be properly rendered. This ultimate decision and assignment is always made by the involved contractor. The assignment will be put in writing consistent with the procedures of the Project Labor Agreement.
  5. Work shall be assigned by the involved Contractor in accordance with the Procedural Rules of the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (herein after the "Plan"), and shall be based upon the appropriate agreements of record, decisions of record and previously provided local written agreements between and/or among the Unions. If a Contractor is not familiar with this National Plan, PCI LRR can assist the contractor in complying with this requirement.

C. There are some important points of which contractors must be aware:

1. A contractor cannot change an assignment once it is made for any reasons other than: (1) an agreement in writing between the international or local unions involved, or (2) a direct decision/award from the Jurisdictional Impartial Arbitrator.
2. Do not play games between crafts when making assignment of work. Make assignments on the best information available for the work involved. PCI's LRR can assist with the process. Relationships between management and labor can be jeopardized if an improper work assignment is carelessly and deliberately made. It is crucial to make the right assignment of work before the work has started.
3. Jumping onto work by a particular craft does not, in itself, constitute an assignment to that craft. Providing proper review and assignment of work is the involved contractor's responsibility.
4. PCI LRR should be notified immediately of any jurisdictional issues.

\* All reference to person, persons, employee(s), craft(s), nouns and pronouns where used in this document shall refer to the male and female gender.

## IX. GLOSSARY OF PROJECT LABOR AGREEMENT TERMS

- 1.) **ADR -** This is an Alternate Dispute Resolution Program used in place of and to the exclusion of the Division of Workers Compensation hearing and disputes procedures consistent with Section 3201.5 of the Labor Code.
  
- 2.) **PCI Alcohol/Drug Free Workplace Policy -** This policy prohibits the use, sale, transfer purchase and or possession of a controlled substance, alcohol, and/or firearms while on the owner's premises.
  
- 3.) **Arbitration -** Formal method of deciding a controversy under which the parties have agreed in advance to accept the award of a third party.
  
- 4.) **Contractor -** All construction contractors and subcontractors of whatever tier, including the Project Contractor when it performs construction work within the scope of this Agreement.
  
- 5.) **Crafts Fringe Benefits -** Terms used to encompass items such as pension, health and welfare, and other similar benefit's that are given to an employee under his/her employment or union contract in addition to direct wages. Increasingly referred to as "employee benefits."
  
- 6.) **Department -** The Building and Construction Trades Department, AFL-CIO
  
- 7.) **Environment Rules -** These are rules for the environment as developed by the Owner.
  
- 8.) **ERISA - Employee Retirement Income Security Act of 1974 -** Federal statute establishing minimum standards for pension plans and fiduciary standards for plan administrations. The act requires administrators of private pension and welfare plans to file copies

of plans and report financial operations annually to the U.S. Labor Department.

**9.) Grievance Procedure -**

A procedure established in the PLA to effectively resolve any disputes, misunderstandings, contract interpretations or alleged violations of the agreement. This provision does not cover Jurisdictional Disputes. An Impartial Arbitrator will finally resolve all issues arising under this procedure if necessary.

**10.) Impartial Arbitrator -**

A third party who conducts a hearing and renders a decision on a mutually stipulated controversy.

**11.) Joint Labor Management Safety Committee -**

This is a subcommittee of the Joint Workers Compensation Committee. The Committee meets once a month and receives reports on safety programs instituted by the owner, Project Contractor, and onsite contractors. They discuss and advise all parties on recommended safety programs and procedures to maintain a high level of occupational safety on the site.

**12.) Joint Labor Management Workers Compensation - Committee**

This committee is empowered to review, oversee, consult, and advise all parties involved with the development, implementation and provision of benefits and procedures for workers compensation consistent with the PLA and California code. This committee meets quarterly.

**13.) Jurisdictional Dispute -**

Controversy between two or more unions over which craft should be employed on a specific type of work.

**14.) Jurisdictional Dispute Procedure -**

A procedure established which effectively resolves disputes over craft jurisdiction. A final decision can be rendered by an Impartial Arbitrator if necessary. The parties 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 Impartial Arbitrator.

- 15.) **Labor Relations Representative/Manager -** This person is provided to interpret, administer, communicate and coordinate all terms and conditions of the Project Labor Agreement. The Manager has developed this Labor Relations Plan/Strategy that incorporates reviewing all labor practices of contractors and advisory methods to prevent and resolve labor problems. He shall schedule regular labor meetings and committees, develop a working relationship between the labor local unions, the International's, the Owner, and involved contractors.
- 16.) **Letter of Assent -** Letter that requires all contractors of whatever tier to accept and be bound by the terms and conditions of the Project Labor Agreement. This must be signed prior to the start of work. This letter is only applicable to the work involved with this Project.
- 17.) **Mediation -** Informal non-adversarial effort to resolve all legitimate claims fairly without resort to adversary proceedings or unnecessary procedures.
- 18.) **Mediator -** A third party who attempts to informally resolve a dispute. This third party makes proposals to both sides for settlement of an involved dispute. This person has no interest involved with the issues raised by either party, and whose main objective is to resolve the involved dispute informally.
- 19.) **Water Authority, Owner -** The San Diego County Water Authority.
- 20.) **NIDA -** National Institute on Drug Abuse that certifies laboratories to comply with the Projects Drug Testing Plan and procedures.
- 21.) **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 PLA. An

Impartial Arbitrator will give a verbal decision within three (3) hours after completion of hearing under this section.

**22.) OCIP -**

Owner Controlled Insurance Program

**23.) Ombudsperson -**

The Ombudsperson was selected by the Owner to administer the Workman's Compensation Program.

**24.) PLA, Agreement -**

Emergency Storage Project - Project Labor Agreement

**25.) Prejob Conference -**

A meeting where the craft unions and contractors workout problems and projected work schedules for the scope of work on the site. This includes jurisdiction, employment projections, contract interpretations, work schedules, and rules and procedures, etc., for the contractors specific scope of work. This is useful in resolving many problems, if any, before the start of construction.

**26.) Prevailing Rate Determination -**

This is the hourly wages and fringe benefits legally established by the government for each of the different craft and trade classifications that are used in publicly funded projects.

**27.) Project Contractor -**

Parsons Constructors Inc. (PCI)/PLA Administrator.

**28.) Punch List -**

Items that need to be completed before turnover to the owner. The PLA still covers this work until the Owner has accepted and a turnover letter received by the Contractor.

**29.) Safety Rules -**

These are rules for safety of all employees on the Project site. These are developed by the Owner, Project Contractor, and the Contractors and are to be posted in onsite work areas.

- 30.) **Schedule A** - Local Union Collective bargaining agreement provisions not in conflict with the PLA.
- 31.) **Security Rules** - These are rules for security procedures to apply to all employees on the Project site. These are developed by the Owner, Project Contractor and the Contractors.
- 32.) **Steward** - Each local union can appoint and dispatch a working journeyman as a Steward on site who is an authorized representative for a union. The Steward has the right to receive complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. This is in addition to his/her work as a craft employee. Non-working Stewards are not allowed per the Emergency Storage Project PLA.
- 33.) **Turnover Letter** - Notice of final acceptance by the Owner indicates phase, portion, section, segment or entire work scope has been completed to the owner's satisfaction. The notice with a copy to the unions serves to remove that portion of the work from coverage of the PLA.
- 34.) **Union Business Representative** - An official who is paid by a local union to administer the PLA for their craft.
- 35.) **Union International Representative** - An official who is paid by an International Union to assist its respective local union in administration of the PLA.
- 36.) **Union, Unions** - International unions, The Building and Construction Trades Council of California, The Building and Construction Trades Council of San Diego County and its affiliated local unions, and the Southern California Conference of Carpenters, acting on its own behalf and on behalf of its members.

37.) **WCAB** -

State of California Workers Compensation Appeals Board.