

**MONTEREY COUNTY WATER RESOURCES AGENCY
INTERLAKE TUNNEL AND SPILLWAY MODIFICATION PROJECTS
PROJECT LABOR AGREEMENT ISSUES AND RESOLUTIONS**

ITEM		DISPOSITION
1.	Goal of labor peace expressly stated	Yes
2.	Affirmative Union obligations to cooperate, to recruit necessary labor, etc.	<ul style="list-style-type: none"> • Obligation to enforce labor peace provisions. • Participation in Joint Labor/Management Administrative Committee and Pre-Job Conference to ensure proper allocations of workers. • Helmets to Hardhats.
3.	Limitations/exclusions of which Projects are subject to Agreement	PLA applies only to work and contracts under these projects. And no work is covered until PLA becomes effective (which requires (i) \$25M (exclusive of IRWMP funding) or other adequate amount of AB 1585 funds, and, (ii) favorable Prop 218 vote and (iii) award of DBC). PLA excludes: work on other Agency projects; O&M of any Agency public facility (unless part of DBC); and off-site environmental mitigation work <u>not</u> performed under the design-build contract. Also excludes work performed on, near or leading to the Project site: by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.
4.	Off-site work, hauling, etc.	Generally, PLA includes all project work and related activities within the craft jurisdiction of one of the Unions, and includes: Project work done in temporary yards, dedicated sites, or areas adjacent to the Project, and on-site or off-site batch plants constructed solely to supply materials to the Project; furnishing of supplies, equipment or materials which are stockpiled for later use is excluded; construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill or similar material which are incorporated into the construction process, as well as the off-hauling of debris and excess fill, material, spoils and/or mud. PLA excludes non-construction support services, whether contracted by Agency or any Contractor.
5.	Performance testing, repair, calibration, etc.	PLA covers all quality assurance work, unless performed by Agency employees or not covered by prevailing wage or Schedule A (CBA). PLA covers all start-up, calibration, commissioning (including training), performance testing, repair, and operational revisions to systems and/or subsystems required by Construction Contract (including if performed by a third-party commissioning agent), even if post-completion, unless performed by Agency employees or not covered by prevailing wage or CBA. PLA excludes quality assurance work DSOD required to be performed by persons not covered by PLA.
6.	Exclusion of post-completion work on Projects.	Once a Construction Contract is completed (defined as "final" completion), it is no longer covered by PLA, except when a Contractor engages in repairs, warranty work or modifications required under the Contract.
7.	Exclusion for certain personnel	Complete exclusion for non-craft employees, including but not limited to executives, managerial employees, engineering employees, superintendents, and supervisors above the level of General Foreman (except those covered by existing CBA's), staff engineers or other professional engineers, administrative and management personnel.
8.	Inapplicability of restrictions on technology, machinery, labor-saving devices, etc.	Contractors may utilize the most efficient and effective methods or techniques of construction, tools, or other labor saving devices; no limitation upon choices of materials or design, nor shall any limit on production by workers or restrictions on the full use of tools or equipment; or other than in accordance with safety regulations and lawful manning provisions, on the number of employees assigned to any crew or to any service.

ITEM	DISPOSITION
9. Clarifications of management rights, including right to hire, fire and assign employees	Subject to CBA's, Contractors shall retain full and exclusive authority for the management of their operations, including but not limited to hiring, promotion, transfer, lay-off or discharge for just cause, and the right to direct their work force in their sole discretion. Limitation on right to return of employees fired for drug, safety or security violations.
10. Exclusions for specialty work	If required to protect a manufacturer's warranty, installation of specialty items may be supervised by manufacturer, or performed by manufacturer or manufacturer-approved company. If required to protect a vendor's warranty, installation may be supervised by vendor. For the installation performance exclusion, Contractor must demonstrate by an enumeration of the specific tasks that the work cannot be performed by construction persons under the PLA. Manufacturer warranty issues to be discussed at pre-construction conference and if applicable subject to grievance.
11. Non-Union contractor rights regarding utilizing non-union ("core") employees	None needed for this specific project according to Program Manager.
12. Union security provisions	Non-union employees need not have been union members nor must join union, but must comply with applicable union security provisions and pay required applicable monthly working dues and any associated fees uniformly required for union membership.
13. LD's for breaching no-strike clause	\$10,000 per shift for failure to comply with Arbitrator's decision.
14. Union required to direct wrongfully striking workers to return to work	The Senior Executive of the Council will immediately use his best efforts to cause the cessation of any violation. Union leadership will immediately instruct, order and use their best efforts to cause the cessation of any violation. A Union complying with this obligation is not be responsible for unauthorized acts of employees it represents. Any employee who violates the no-strike clause is subject to discipline, including discharge, and, if justifiably discharged is ineligible for rehire on the Project for at least 90 days.
15. Requires non-union contractor to pay into Union trust funds for non-union workers	Consistent with every known executed public agency PLA in California, yes. This was one of very last issues resolved.
16. Non-discrimination, including no prohibition against non-union labor (2500(a)(1))	Yes.
17. Express statement that purpose of PLA is to avoid union and non-union workers working side-by-side	No.
18. Limitations on rehiring workers who voluntarily or involuntarily terminate	Arbitrator may determine that an employee terminated for a knowing violation of an applicable drug policy or applicable safety or security policy, shall be allowed to return to work on the Project. Agency and Councils may provide input to the Arbitrator on issue.
19. Union remedies to enforce contractor trust fund payment obligations	Union may withhold labor (but not picket).

ITEM	DISPOSITION
20. Confirming union worker obligations when non-union truckers deliver goods	While no specific language on this item, no-strike clause expanded to expressly include strikes, sympathy strikes, work stoppages, "work to rule," sickouts, boycotts, picketing of any type (including area standard wage or informational picketing), hand billing, bannering or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, at the Project job site or any other Agency facility because of a Project dispute.
21. Joint Labor/Management Meetings	Four person Joint Labor/Management Administrative Committee, with one representative from each of Agency, Prime DBC, and each Council. Purposes are to review PLA implementation and Project progress, serve as a forum to promote harmonious labor/management relations, ensure adequate communications between management and labor, advance Project efficiency, and assist Unions and Contractors to complete the Project in an economic and efficient manner without interruption, delays or work stoppages.
22. Establishing uniform procedures for grievance	Disputes involving interpretation of CBA between signatories to be resolved per CBA; disputes relating to the interpretation of PLA to be resolved per PLA's Grievance arbitration procedures.
23. Selection of arbitrators	Combination of: pre-determined list (Agency had some input); and Prime Contractor and Councils agree to meet to choose two additional alternate arbitrators.
24. Forum for resolving Union jurisdictional disputes	Per standard Union Plan; except if work involves Northern California Carpenters, hearing to be held at Cal Council's Sacramento office.
25. Confirming uninterrupted work during intra-Union jurisdictional disputes	Yes.
26. Local hiring	No specific provision.
27. Agreed drug testing protocol (PCC 2500(a)(3))	Either per CBA procedures attached to PLA, or other policy which satisfies Project insurance.
28. Permitting establishment of uniform shift times	CBA's apply unless inconsistent with PLA.
29. Uniform provisions regarding reporting pay, and travel, subsistence and zone pay	CBA's apply unless inconsistent with PLA.
30. Use of Pre-Construction (Pre-Job) Conference	To be held before commencement of any Project work under any Construction Contract. Subjects to include (i) craft assignments; (ii) estimated number of workers required to perform the work; (iii) transportation arrangements; (v) estimated start and completion dates of the work; (vi) discussion of pre-fabricated materials; and (vii) discussion of manufacturer warranty issues.
31. Consequences of regular collective bargaining agreements (CBA) expiring during Project.	All employees performing Covered Work to be paid per new CBA (including period between contracts if required).
32. Provisions governing Union stewards	None.
33. Supremacy of PLA over individual collective bargaining agreements (CBA's) for all items covered by PLA	Yes.