

PERALTA COMMUNITY COLLEGE DISTRICT
Board of Trustees Agenda Report
For the Trustee Meeting Date of October 7, 2014

ITEM TITLE:

Consider an Approval to Include a Side Letter to the Approved Project Labor Agreement (PLA) between the District and Alameda County Building and Construction Trade Council AFL-CIO and Related Signatory Unions.

SPECIFIC BOARD ACTION REQUESTED:

The administration is requesting to include the Side Letter to the reapproved Project Labor Agreement (PLA).

ITEM SUMMARY:

The Governing Board of Trustees authorized the Chancellor to negotiate an extension of the Project Labor Agreement Terms on June 24, 2014 (Resolution 13/14-70). On July 15, 2014, the Governing Board of Trustees approved Resolution 14/15-06 to adopt an extension of the Project Labor Agreement (PLA), effective July 16, 2014 to June 30, 2019. After this Board approval, both parties can sign the Side Letter to be included in the approved PLA. This Side Letter modifies certain language in the previous PLA, to include four areas of mutual agreement: local hiring, committee structure, jurisdictional dispute and arbitration.

The Chancellor recommends approval.

SOURCE OF FUNDS (AND FISCAL/BUDGETARY IMPACT):

Measure A, as approved by the voters in Peralta's constituency and authorized under Resolution 05/06-45, Exhibit A-1, Berkeley City College, "Science Lab upgrades," "Remodeling classroom space," and "Equipment, technology upgrades and facility and classroom improvements for the college's following programs and proposed programs: American Sign Language, Biotechnology, Business, Computer Information Systems, Disaster Preparedness, Fine and Applied Arts, Global Studies, International Trade, Multimedia Arts, Social Services Paraprofessional, Travel and Tourism Industry, Foundations (Basic Skills), Network Administration, Teacher Preparation, International Studies and High School Honor's Courses (Advanced Placement).

BACKGROUND/ANALYSIS:

The PLA requires that construction work covered by the agreement is to be contracted exclusively to contractors who are committed to the terms of the PLA. The PLA includes all Measure A projects and other facility bond projects except specific projects exempted from the coverage. Additionally, the District is allowed to complete up to \$500,000 in scheduled maintenance work each year that will not be covered by the PLA. The PLA offers the following benefits to the District for all covered projects: disallow strikes, work slowdowns or lockouts during the execution of work. Under the PLA extension, new and existing provisions will be included:

- Add specific language on the hiring of new apprentice for construction projects;
- Provide good faith effort to increase the project work hours for new hired apprentices;
- Require signatory unions to refer apprentices to local contractors for job opportunity;

- Recruit applicants from the apprenticeship program;
- Address the needs of local businesses;
- Require contractors to use local workers as main workers on projects;
- Streamline the existing committee structure to better handle issues
- Hire of residents from the six (6) cities served by the District;
- Hire apprentice in the District's pre-apprenticeship training programs; and
- Use of alternative dispute resolution process to facilitate the settlement of grievances.

The PLA does not prevent non-union contractors from working on District projects, but they must comply with the PLA requirements. The District has hired Davillier-Sloan as a consultant to manage the implementation of the PLA.

DELIVERABLES AND SCOPE OF WORK:

As a deliverable, the final Side Letter will be included with the renewed PLA, negotiated in July 2009.

ANTICIPATED COMPLETION DATE:

The inclusion of the final Side Letter with the renewed PLA will happen by October 1, 2014.

ALTERNATIVES/OPTIONS:

Not Applicable

EVALUATION AND RECOMMENDED ACTION:

Approval is recommended for the final Side Letter to be included with the existing PLA.

OTHER DEPARTMENTS IMPACTED BY THIS ACTION (E.G. INFORMATION TECHNOLOGY):

YES _____ No X

COMMENTS:

None

WHO WILL BE PRESENTING THIS ITEM AT THE BOARD MEETING? Vice Chancellor Ikharo

(*****Board contract approval is subject to negotiation and execution by the Chancellor.)

DOCUMENT PREPARED BY:

Prepared by: Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

Date: September 24, 2014

DOCUMENT PRESENTED AND APPROVED BY:

Presented and approved by: Dr. Sadiq B. Ikharo
Vice Chancellor of General Services

Date: September 24, 2014

FINANCE DEPARTMENT REVIEW

Finance review required Finance review *not* required

If Finance review is required, determination is: Approved Not Approved

If not approved, please give reason: _____

Signature: Susan Rinne
Susan Rinne, Interim Vice Chancellor for Finance and Administration

GENERAL COUNSEL (Legality and Format/adherence to Education Codes):

Legal review required Legal review *not* required

If Legal review is required, determination is: Approved Not Approved

Signature: Thuy Thi Nguyen
Thuy Thi Nguyen, General Counsel

CHANCELLOR'S OFFICE APPROVAL

Approved, and Place on Agenda Not Approved, but Place on Agenda

Signature: José M. Ortiz
Dr. José M. Ortiz, Chancellor



PERALTA COMMUNITY COLLEGE DISTRICT Office of General Services

INCLUSION OF THIS FINAL SIDE LETTER WITH THE RENEWED PROJECT LABOR AGREEMENT, EFFECTIVE JULY 16, 2014 TO JUNE 30, 2019

THIS FINAL SIDE LETTER, dated this 21 day of August, 2014, by and between the **Alameda County Building and Construction Trade Council (BTC)** and related Signatory Unions and Peralta Community College District (“Owner”), acting under and by virtue of the authority vested in the Owner by the laws of the State of California.

Dr. José M. Ortiz, the Chancellor from Peralta Community College District (PCCD) and Davillier-Sloan (DSI) met with some members of BTC and related Signatory Unions. The parties met to negotiate and renew the existing Project Labor Agreement (PLA), originally negotiated in July, 2009, as well as, to discuss and modify four (4) areas in the PLA. The following four (4) areas of mutual agreement were discussed and modified in the PLA: local hiring, committee structure, jurisdictional dispute, and arbitrators. This Final Side Letter, as agreed upon between both parties, shall be included in the renewed PLA.

Areas of Mutual Agreement

1. **Local Hiring:** The BTC and related Signatory Unions are in agreement that the best long term method for increasing the participation of local residents is to focus on increasing the number of local apprentices. To that end, the agreement will allow the “direct placement” of graduates of the District’s construction related training programs into union apprenticeship programs, along with District students who may be graduates of other pre-apprenticeship programs such as the Cypress Mandela Training Center.

There is also agreement to focus on the disadvantaged population in the District service area as a first source for direct placement. “Disadvantaged Population” shall mean local area residents of the District’s six cities: Alameda, Albany, Berkeley, Emeryville, Piedmont, and the City of Oakland. These residents, who meet at least one of the specified criteria, including but not limited to: household income below 50% of the Alameda County median, non-minor dependent youth, homeless, welfare recipients, have a history of involvement with the criminal justice system, unemployed, or a single parent. To assure mutual satisfaction in quality of training, the BTC, related Signatory Unions, and the applicable trades will partner closely with the District’s training programs in an official recognized advisory capacity.

The BTC, its related Signatory Unions, and PCCD agree to the following:

- a. For each PLA covered project, the contractors will be responsible to ensure that their subcontractors hire at least one (1) new apprentice for the first \$1 million of construction value. For each succeeding \$5 million of construction contract value, the contractors and/or their subcontractors are required to hire at least one (1) additional new apprentice. All such apprentices should be graduates of approved construction related programs at Laney College or Laney graduates who have completed pre-apprenticeship training at programs with a known and successful track record of apprentice placement into jobs. All the pre-apprenticeship program graduates must be residents of the District service area and a member of the “Disadvantaged Population”, as described below.

- b. “Disadvantaged Population” shall mean local area residents of the District’s six cities: Alameda, Albany, Berkeley, Emeryville, Piedmont, and the City of Oakland. Local area residents must meet at least one of the following criteria: household income below 50% of the Alameda County median, non-minor dependent youth (AB-12 youth – emancipated foster youth), homeless, welfare recipients, have a history of involvement with the criminal justice system, unemployed, or a single parent.
- c. Contractors will be required to complete and prove a good faith effort to maximize the project work hours for the new hire apprentices. Contractors shall report those hours to a newly formed Joint Administrative Committee (JAC), as described below, which will evaluate those good faith efforts.
- d. Each Signatory Union will be responsible for dispatching and referring qualified local area resident apprentices to the contractor if they are available, capable and willing to work on the covered projects. No one trade can be used to satisfy the goal by the provision of more than one (1) such first stage apprentices, unless required by the nature of the work and or agreed upon by the JAC.
- e. The Signatory Unions and contractors shall exercise, to the extent of their authority, their best efforts to recruit apprenticeship program applicants from the District service area and who are members of the “Disadvantaged Population”, as defined above. Further, for apprentices hired, there will be no limitation on where such apprentices will work subsequent to being hired for the covered projects. Contractors will be allowed to receive credit when utilizing apprentices for non-Project work during the life of the covered project, regardless of the location of the work.
- f. The Signatory Unions will cooperate with the District, contractors and PLA Program Manager in conducting outreach activities to recruit and refer local area residents applicants to apprenticeship programs. In addition, the Signatory Unions will work with designated pre-apprenticeship programs to promote graduates and enhance their entry into Apprenticeship programs.
- g. As permitted by law and the Joint Labor/Management Apprenticeship Training Committee (JATC) requirements, the Unions will give credit to bona fide, provable past experience to applicants, including work for non-union contractors who become signatory to the PLA. The experience and practical knowledge of applicants will be reviewed and tested by the applicable JATC. Applicants will be placed at the appropriate stage of apprenticeship or journey level as the case may be. Final decisions will be the responsibility of the applicable JATC.
- h. The Signatory Unions agree to report in accordance with any limits set by applicable labor law, the availability and dispatch/placement of apprentices. These reports will be submitted to the PLA Administrator on at least a quarterly basis and more often, if requested and possible.
- i. In advance of pre-job meetings, the Union shall assist the PLA Program Manager with developing a current list of “Disadvantaged Population” first stage apprentices available to work on the project.
- j. On a quarterly basis, the Signatory Unions shall provide the District and PLA Program Manager a report on the status of “Disadvantaged Population” apprentices, including but not limited to their placement and advancement.
- k. As required, on an annual basis, the Signatory Unions and the PLA Program Manager shall provide a report to the Peralta Governing Board of Trustees. The report shall include but not be limited to the local hiring and apprentice goal performance, as well as challenges and benefits of the PLA.

2. **Committee Structure:** Currently, the PLA has two committees: the current Social Justice/Local Hiring Committee (SJ/LHC) and a Grievance Committee. SJ/LHC composition is eleven (11) members and the Grievance Committee is four (4) members. It has proven to be very difficult and nearly impossible to find enough qualified and willing people to serve on both committees. To remedy this, the current SJ/LHC and the Grievance Committee shall be folded into the JAC and become two subcommittees. The JAC will assist the District in reviewing the implementation of the PLA and the progress of the projects in traditional and non-traditional areas.
 - a. The BTC and Signatory Unions have agreed to establish a six (6) person JAC. This committee shall be comprised of two (2) representatives selected by the District, two (2) representatives selected by the Union(s), one (1) contractor representative and one (1) community representative to be approved by mutual agreement. Each representative would designate an alternate who shall serve in his or her absence. The JAC shall meet as required to review compliance with PLA policies including but not limited to local hire and grievance issues.
 - b. The composition of the grievance subcommittee would be one (1) representative from labor, one (1) representative from District.
 - c. The composition of the local hire subcommittee would be one (1) representative from labor, one (1) representative from management, and one (1) representative from a Community Based Organization. The District shall evaluate and select a community representative with related experience. Similarly to the SJ/LHC Committee structure, the subcommittee representatives would be approved by mutual agreement.
3. **Jurisdictional Dispute:** The BTC is requesting clean up language. In concept DSI is in agreement and recommends this matter is a non-issue for the District and will review closely once the language is proposed.
4. **Arbitrators:** The existing list of arbitrators is out of date, both the BTC and PCCD agree that a new list should replace the old.

IN WITNESS WHEREOF, the parties hereto have executed this Final Side Letter as of the day first mentioned above.

<p>PERALTA COMMUNITY COLLEGE DISTRICT</p> <p>By: _____ José M. Ortiz, Chancellor <i>(Authorized Agent)</i></p> <p>Date: _____</p> <p>Approved as to legal form:</p> <p>By: _____ Thuy Thi Nguyen, District Counsel, Peralta Community College District</p> <p>Date: _____</p>	<p>ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADE COUNCIL:</p> <p>A California corporation,</p> <p>Address: _____</p> <p>_____</p> <p>By: _____</p> <p>Title: _____</p> <p>Attest: _____</p> <p>_____</p> <p>Print Name and Title (If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)</p>
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