

Parsons

Parsons Constructors Inc.

100 West Walnut Street • Pasadena, California 91124 • (626) 440-3000 • Fax: (626) 440-2516

November 17, 2010

Mr. Tom Lemmon
Business Manager
San Diego County Building &
Construction Trades Council
3737 Camino Del Rio So Ste 202
San Diego, CA 92108

Mr. George A. Harris III
Project Stabilization Agreement Administrator
San Diego Unified School District (SDUSD)
4860 Ruffner Street
San Diego, CA 92111

VIA ELECTRONIC MAIL

RE: SDUSD Project Stabilization Agreement, Step III Grievance Meeting Equal to or better than

Mr. Lemmon and Mr. Harris,

The Step III Grievance Meeting is scheduled for Friday, November 19, 2010 at 11:30 AM. The meeting location is at SDUSD – ROOM MOC Annex Conf. Rm 3, 4860 Ruffner St San Diego, CA 92111. A copy of the grievance is attached for your reference.

If you have any questions please do not hesitate to contact me.

Sincerely,



Ivory J. Anderson, Jr.
Senior Labor Relations Specialist
858-539-9811

cc: Stuart Markey, SDUSD
Ellyn Moscovitz, P.C
Mark Johnson, Parsons
Dan Sloan, Parsons

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Project Stabilization Agreement Administrator
San Diego Unified School District (SDUSD)
4860 Ruffner Street
San Diego, CA 92111

VIA ELECTRONIC MAIL


RE: SDUSD Project Stabilization Agreement, Step II Grievance Meeting Equal to or better than

Mr. Lemmon and Mr. Harris,

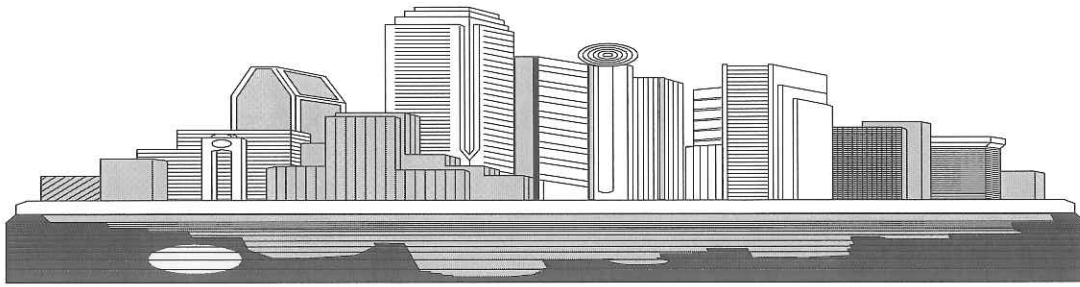
The Step II Grievance Meeting is scheduled for Friday, November 19, 2010 at 11:30 AM. The meeting location is at SDUSD – PPO Construction Conference Rm, **4860 Ruffner St San Diego, CA 92111**. A copy of the grievance is attached for your reference. Should a resolution of this matter be reached prior to the meeting, please be sure that all parties inform my office.

If you have any questions please do not hesitate to contact me.

Sincerely,


Ivory J. Anderson, Jr.
Senior Labor Relations Specialist
858-539-9811

cc: Stuart Markey, SDUSD
Mark Johnson, Parsons
Dan Sloan, Parsons
Ellyn Moscowitz, P.C



San Diego County Building & Construction Trades Council, AFL-CIO

November 10, 2010

Mr. George A. Harris III
Project Stabilization Agreement Administrator
San Diego Unified School District
4860 Ruffner Street
San Diego CA 92111

Re: Equal to or better than – Step 1 of Grievance Procedure

Dear Mr. Harris:

It has come to our attention at our recent Labor Management Meeting that San Diego Unified School District is in violation of the PSA under – Section 5.2 Benefits. It is our understanding that you, serving as the Districts' Project Labor Coordinator, have made the determination that Standard Electronics has benefits that are equal to that of the IBEW's Health & Welfare and Pension Plans. We dispute that Standard Electronics plan meets the criteria required for exemption. Please see Section 5.2

Section 5.2 Benefits. (a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Schedule A; and make all employee - authorized deductions in the amounts designated in the appropriate Schedule A: provided, however, that the Contractor and Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, and training funds) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

Unless otherwise required by law, Contractors who have fringe benefits for their core workforce equal to or better than those designated in the Schedule A do not have to pay the fringe benefit contribution designated in the Schedule A on the core work force and may utilize their own fringe benefits. The Project Labor Coordinator will be responsible for determining whether the benefits are equal to or better than those designated in the Schedule A's. Contractors must submit their fringe benefit packages to the Project Labor Coordinator for evaluation prior to bidding. Contractors may only take credit against the prevailing wage in accordance with the Prevailing Wage Statute and the difference between the hourly cost, if any, of the fringe benefit provided and the hourly cost of the applicable fringe benefit portion of the wage determination must be paid to the worker as wages. Benefits designated in the Schedule A will be paid on all employees dispatched by the Union.

(b) Where applicable, the Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successors' trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and Subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) or fringe benefit programs prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any Contractor or Subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

The remedy we seek is that in the future the District agrees to meet and confer prior to the granting of any exclusions contained in Section 5.2, and that the Districts Project Labor Coordinator receive both input and agreement from the affected Building Trade Craft and /or the Building Trades before granting such exclusion.

Pursuant to Article X Section 10.2 relating to the grievance procedure, we are requesting a meeting to try to resolve this grievance with you immediately in person, or if not possible, by phone, no later than 5 days from the receipt of this letter. If you do not contact us, we will assume you refuse to do so and proceed to Step 2 of the grievance procedure.

Sincerely,



Tom Lemmon
Business Manager
San Diego County Building &
Construction Trades Council