

9:45 A.M.

SHORT DISCUSSION ITEMS - The Board will consider and take action on the following items:

SD.1 CONSIDER any Consent Items previously removed.

SD.2 HEARING to adopt Notice of Intention to Adopt Resolution of Necessity for State Route 4 East Railroad Avenue to Loveridge Road Widening Project, Pittsburg area. (Donna Murdock, Public Works Department) (District V)

SD.3 HEARING to consider the recommendation by the County Planning Commission to approve the application of Eddie W. Abard, Jr. (Applicant) and Walter and Irene Hardcastle (Owners) to rezone two adjacent parcels located at 4950 and 4940 Blum Road, Martinez, from Multiple Family (M-29) to General Commercial (C). (Dennis Barry, Community Development Director)

10:00 A.M.

SD.4 HEARING on the appeal of Douglas A. Loftfield (Owner) from decision of the County Abatement Officer declaring as a public nuisance property located at 2818 and 2826 Dutch Slough Road, Oakley area. (C.C.C. Ordinance Sections 82-2.006, 88-4.206) (Dan Stough, Building Inspector) (District V)

DELIBERATION ITEMS - The Board will consider and take action on the following items:

PROJECTED

TIME

D.1 PUBLIC COMMENT. (3 Minutes/Speaker)

D.2 CONSIDER actions to be taken with regard to the implementation and financing of the Downtown El Sobrante Transportation and Land Use Plan. (Supervisor Gioia and John Greitzer, Community Development Department) (District I)

D.3 CONSIDER adopting a policy regarding the use of project labor agreements on certain County construction projects and establishing a dollar threshold at which County construction projects will be subject to such a policy. (Supervisor Gioia) (All Districts)

11:00 A.M.

D.4 HEARING on the appeal of Clair Calhoon objecting to the Community Development Department's decision to reject a late appeal relating to a tree removal permit to remove seven trees at 2300 Tice Valley Blvd., Walnut Creek. (County File #TP010020) (District III) (Aruna Bhat, Community Development Department)

Closed Session

1:00 P.M.

TO: BOARD OF SUPERVISORS
 FROM: INTERNAL OPERATIONS COMMITTEE
 DATE: JANUARY 15, 2002
 SUBJECT: PROJECT LABOR AGREEMENTS



SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATIONS:

1. DETERMINE the dollar threshold at which County construction projects will be subject to a policy requiring project labor agreements.
2. ADOPT policy regarding the use of project labor agreements on certain County construction projects.

BACKGROUND:

On October 9, 2001, the Board of Supervisors referred to the Internal Operations Committee a draft policy regarding the use of project labor agreements on County construction projects. Our Committee met with County staff on December 3 and, based on a discussion of the draft policy, recommends that the draft policy be approved by the Board of Supervisors with the following modifications: that the Board determine the dollar threshold for projects that will be subject to the policy, and that the second sentence under Section II be eliminated.

In determining the appropriate dollar threshold at which projects will be subject to the policy, it is recommended that the Board consider the effects of the threshold on the objectives of other County programs and policies, such as the Small Business Enterprise and Outreach programs.

Attached is an annotated copy of the draft policy for the Board's consideration.

CONTINUED ON ATTACHMENT: YES _____ SIGNATURE: _____
 _____ RECOMMENDATION OF COUNTY ADMINISTRATOR _____ RECOMMENDATION OF BOARD COMMITTEE
 _____ APPROVE _____ OTHER

SIGNATURE(S): _____ JOHN GIOIA _____ MARK DeSAULNIER _____
 ACTION OF BOARD ON _____ APPROVE AS RECOMMENDED _____ OTHER _____

VOTE OF SUPERVISORS
 _____ UNANIMOUS (ABSENT _____)
 AYES: _____ NOES: _____
 ABSENT: _____ ABSTAIN: _____

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

CONTACT: SUPERVISOR JOHN GIOIA (510) 374-3231

ATTESTED _____
 JOHN SWEETEN, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

CC: COUNTY ADMINISTRATOR
 CAPITAL FACILITIES AND DEBT MANAGEMENT DIRECTOR
 GENERAL SERVICES DIRECTOR
 COUNTY COUNSEL
 JULIE ENEA, STAFF TO IO COMMITTEE

BY _____, DEPUTY

Policy Regarding the Use of Project Labor Agreements on County Construction Projects

I. Summary and Background

- A. Certain large, complex County construction projects involve numerous contractors and employees in different trades, have critical time lines for completion, and require a skilled and properly-trained workforce to successfully complete the work in a proper and timely manner. In order to avoid costly delays and additional expense to the County, it is essential that construction on such projects proceed without the labor disruptions that can occur on long-term projects both from external labor relations problems and from the frictions that often arise when a large number of contractors and their employees work in proximity to one another on a job site.
- B. In the private sector, project labor agreements have been used for years on large, complex construction projects to achieve satisfactory performance and the economic benefits that result from having a guaranteed source of skilled workers and from avoiding disruptions in work.
- C. In the public sector, project labor agreements have been used successfully by the County and other public entities in Contra Costa County for hospital, reservoir, wastewater, and other large, complex construction projects. Such agreements have been a major factor in producing quality construction work and projects completed on time, within budget, and without labor strife or disruptions.
- D. As a result of the County's successful experience with project labor agreements, the Board of Supervisors has requested that a uniform policy be developed to cover the use of such agreements for construction contracts awarded by the Board. This policy is intended to provide general guidance for County construction projects, subject to any modifications or exemptions that may be approved by the Board.

II. Application of Policy

This policy applies to all construction projects with an estimated cost of \$ [Board to determine appropriate amount] million or more awarded by the Board of Supervisors.

III. Required Provisions

Unless the Board of Supervisors by majority vote determines otherwise, for construction projects that are subject to this policy, as a condition of contract award, the successful bidder (contractor) shall be required to negotiate and sign a project labor agreement (PLA) with the Contra Costa Building and Construction Trades Council or other labor organization(s) or labor union(s) approved by the County. In general, the PLA shall contain the following provisions:

- (a) For the duration of the project, the unions and their members, agents, representatives, and employees shall not incite, encourage, condone, or participate in any strike, walkout, sitdown, stay-in, boycott, sympathy strike, picketing, handbilling, work stoppage, work slowdown, or other labor disruption or unrest.
- (b) Violation of the no-strike clause may be enjoined by the contractor or subcontractor(s) in state or federal court at the election of the contractor or subcontractor(s).
- (c) During the term of the PLA, the contractor shall endeavor to facilitate harmonious relations between the subcontractors and the unions.
- (d) The unions and their members shall continue work on the project despite the expiration of applicable collective bargaining agreements.
- (e) The contractor, the subcontractors, and the unions agree to use a final and binding grievance and arbitration procedure to prevent disruptions and delays of the project arising from internal/external labor relations disputes, including jurisdictional disputes.
- (f) The PLA shall be effective only for the project in question.
- (g) The PLA covers all new construction work awarded to and performed by the contractor during the term of the project at the project site.
- (h) The contractor shall require all subcontractors, as condition of working on the project, to become parties to the PLA.
- (i) The contractor and subcontractors agree to use the union hiring hall for any new hires beyond their own core work force (defined as persons on the contractor's or subcontractor's active payroll for 60 of the preceding 100 days).
- (j) The contractor and subcontractors are allowed to use their own work force before resorting to the union hiring hall.

- (k) The PLA does not affect the contractor's or subcontractor's parent companies, subsidiaries, or affiliates.
- (l) The PLA does not apply to the contractor's or subcontractor's managerial, supervisory, executive, or clerical employees.
- (m) The contractor and subcontractors are acting on their own behalf and have no authority, whether express, implied, actual, apparent, or ostensible, to bind the County.
- (n) The County has the right at all times to perform and/or subcontract any portions of the construction and related work on the project not contracted to the signatory contractor.
- (o) The County, the contractor, and the subcontractors have the right to purchase material and equipment from any source, and the craftsmen will handle and install such material and equipment.
- (p) The PLA does not apply to any work performed on or near or leading to or into the project site by federal, state, city, district, or other governmental entities or their contractor(s), or by utilities or their contractor(s), and/or by the County or its contractor(s) for work which is not part of the project nor the fabrication or manufacture of any component, equipment, or materials offsite, for use or installation at the project site.
- (q) The PLA does not limit or restrict the choice of materials or the full use and installation of equipment, machinery, package units, factory pre coat, prefabricated or preassembled materials, tools, or other labor-saving devices.
- (r) After the installation is completed by the contractor or subcontractor(s), the County, the contractor, and the subcontractor(s) reserve the right to perform start-up, operation, repair, maintenance, or revision of equipment or systems with persons of the County's, the contractor's, or the subcontractor's(s') choice.
- (s) If required, the service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.
- (t) The PLA is binding only on the signatory parties (the contractor, the subcontractors, and the unions).
- (u) The contractor alone is liable and responsible for the contractor's own individual acts and conduct and for any breach of or alleged breach of the PLA.

- (v) The contractor, the subcontractors, and the unions shall abide by a substance abuse policy as may be required by the County or the contractor.
- (w) All employees shall comply with the security procedures established by the contractor and the County.
- (x) The PLA shall be subject to approval as to form by the County Counsel.

III. Miscellaneous

For individual projects, the PLA requirements will be set forth in detail in the project specifications and may vary from the provisions listed above, as determined by the County Administrator. The requirement for a PLA does not exclude any contractor (union or non-union) from bidding on the project. The PLA must be negotiated within 14 days after the apparent lowest, responsible bidder is notified by the County. If the contractor and the unions are unable to agree upon the terms of the PLA within that time, the matter shall be submitted to final, binding arbitration within 10 days.