

Attachment 4-PLA AdHoc Policy/Template Response Matrix 1-14-14

This matrix is a summary of the PLA Ad Hoc's recommendations and the responses received. See additional Attachments for full context.

Section	PLA Ad Hoc Committee Recommendation	Response - Coalition Against Sonoma County PLA	Response - Sonoma, Mendocino & Lake County Building & Construction Trades Council
Policy	Threshold = \$ 25m/Fed, \$ 10m/local & State	Support	Amend: \$ 10m regardless of source
Policy and Section 10.2	Core Workers: Local may use 3 core, then alternate 1:1 up to 6 core workers. Non-local alternate 1:1 up to 6 core workers.	Amend: Local may use 5 core, then alternate 1:1 up to 10 core workers. Non-local alternate 1:1 up to 10 core workers. Add setting local hire goal of min 70% hours worked by local residents.	Support
Policy	No Double Pmt. Benefits	Support (see Article 13 below)	Support
Policy	Pre -Apprentice, Technical Education	Support	Support
Policy	All trades signatory, one agreement per project	Support	Support
Policy	Bid Alternate Approach	Support and add Section 18.2 Accountability Measures (min 3 bids, re-bid if > engineer est., alternate PLA/noPLA on projects).	Delete

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Sections 2.2 and 2.3(4)	"Covered Work": undefined in template, will be inserted in each project-specific PLA.	Define Covered Work as being work performed solely on and at the Project site.	2.2 Expand Covered Work to include: 1. off-site fabrication where that work is covered by an existing Master Agreement (HVAC ducting, pipe spools) 2. ready-mix delivery and off-hauling work under the jurisdiction of the Teamsters, 3. off-site batch plant work intended solely for the project. 2.3 (4) Expand exclusion to: work by employees of a manufacturer or vendor necessary to maintain its warranty or guarantee.
Section 3.2 & 3.3	Subcontracting. Contractor shall notify the Trades Council in writing within five business days after it has subcontracted work, and shall at the same time provide to the Council a copy of the executed Agreement to be Bound.	Delete. Contractors not required to provide to Trades Council; should only need to provide to County. Use "bound" vs. "signatory" in Sect. 3.3.	
Section 4.1 (a)	Prohibits work stoppages, strikes, etc.	Add specific remedy if a work-stoppage, strike, lockout, etc. occurs.** <i>(**Note: Liquidated damages are addressed in Sections 4.2 & 4.3)</i>	
Section 4.1		Add Section 4.1(c) relieving each union of liability for members it does not represent, and for wildcat actions, once best efforts are made to prohibit violations. Prerequisite to Union's agreeing to liquidated damages provision.	

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Section 4.1 (d)	Last sentence reads..."In addition, if the new Master Agreement provides for benefit increases, than any Employer shall pay to its employees who performed Covered Work at the Project during the hiatus between the effective dates of such Master Agreements, an amount equal to any such benefit increase established by the new Master Agreement for such work performed."	Delete	
Section 6.1	Establishes membership of Joint Labor/Management Admin Committee as: Project Manager, 2 Union representatives, and 2 Contractor representatives, selected by the Unions and the Gen. Contractor respectively. <i>Note: Section 1.10 defines "Project Manager" as the person or persons designated by, or under contract with, the County to oversee all phases of construction of the Project.</i>	Project Manager be defined as employee from County Risk Management, and delete "unions".	
Sections 8.1 & 8.2	Recognizes Union as sole bargaining representative on project. No requirement to join union, but requires payment of maintenance (representation) dues/fees by all workers employed on project.	Exclude contractors' core workers and apprentices from non-union programs from Union representation and payment of dues/fees.	

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Article 12	Apprentices/Training. Parties agree to support, sponsor and participate in construction training courses, programs, pre-apprenticeship and joint apprenticeship programs.	Strike "joint". Define "sponsoring" as requirements will be identified in bid specifications for each project.	
Sections 13.2 & 13.3	Wages and Benefits, equivalent benefits for non-signatory contractors.	Add requirements for appropriate ACA "metal plan" prior to bid to clarify equivalent health benefits, and language to clarify equivalent pension payment alternatives.	Section 13.2: If non-signatory contractor is required to pay into trusts pursuant to this Section, the contractor agrees to be bound by the applicable trust agreements designated in the Master Agreement.
Section 14.1	Trades Council will monitor Contractor's and Union's compliance with prevailing wage laws. County will assist by providing certified payroll records.	Add language such as: "Copies of records made available shall be in accordance with CA Labor Code 1776."	Delete "Union", as unions have no obligations under prevailing wage law.
Article 17	Helmets to Hardhats-Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment ("Center"), and participate in their "Helmets to Hardhats" veterans career assistance program.	Only signatory contractors agree to use "Center" (Sections 17.1 & 17.2). Add alternative language requiring contractors to make "good faith efforts" to hire qualified veterans for the project, and other suggestions.	Trades Council has indicated this section is required, as written.