

Los Angeles Unified School District Project Stabilization Agreement (PSA) Pre-Job Conference Form



General Contractor Information
Prime Contractor:
Address:
Phone:
Fax:
Contractor's License Number:

Project Information	Meeting Information
Project Name:	Meeting Date:
Contract Number:	Meeting Time:
Contract Amount:	Meeting Location:
Construction Start Date:	
Construction End Date:	

The Scope of Work to Be Performed

Equipment to Be Utilized on Job

Jobsite Information	
Address:	
Phone:	Email:
Fax:	Jobsite Labor Rep:
Project Manager:	Jobsite Safety Rep:
Job Superintendent:	Manpower Ordered By:

Jobsite Scheduling Information	
Number of Shifts:	Start / Stop Times:
Pay Day:	Ending Day of Pay Period:

Jobsite Facilities
Location(s) of First Aid Facilities:
Location(s) of Sanitary Facilities:
Location(s) of Drinking Water Facilities:
Description of Jobsite Parking:
Name of Selected Hospital:
Address:
Phone Number:

Subcontractors to Be Utilized

Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	

Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	
Subcontractor Name:	
Type/Scope of Work:	
Address:	
Phone Number:	License Number:
Estimated Starting Date:	Estimated Ending Date:
Manpower to Be Order By:	

Important Excerpts from the PSA Related to Pre-job Conferences, Union Work Assignments and Union Jurisdictional Disputes

PSA ARTICLE 8 - WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1: Assignment of Work. The assignment of work will be solely the responsibility of the contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") currently in effect, or any successor plan.

Section 8.2: The Plan. All jurisdictional disputes between or among Building and Construction Trades Unions party to this Agreement, shall be settled and adjusted according to the Plan, or any other plan or method of procedures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the contractors and Union parties to this Agreement.

Section 8.3: No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, disruption, or slow down of any nature, and the contractor's assignments shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4: Pre-Job Conferences. As provided in Article XVI, each contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work. The Council and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish.

Section 8.5: Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in affect, or otherwise as in Article VII above.

PSA ARTICLE 16 - PRE-JOB CONFERENCES

Consistent with Article VIII, Section 8.4, all work assignments should be disclosed by the contractor at a pre-job conference held in accordance with industry practice. The contractor shall notify the Project Labor Coordinator at least two weeks before starting work under this Agreement, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Council, the contractor(s) and the affected union(s). Should there be any formal jurisdictional dispute raised under Article VIII, the Project Labor Coordinator shall be promptly notified. At the pre-job, the Project Labor Coordinator shall review the District's employment and contracting programs and goals with the participants.

Important Excerpts from the “Plan” Related to Pre-job Conferences, Union Work Assignments and Union Jurisdictional Disputes

PROCEDURAL RULES AND REGULATIONS ARTICLE I
CONTRACTOR'S RESPONSIBILITY

1. The contractor who has the responsibility for the performance and installation shall make a specific assignment of the work which is included in his contract to a particular union(s). For instance, if contractor A subcontracts certain work to contractor B, then contractor B shall have the responsibility for making the specific assignments for the work included in his contract. If contractor B, in turn, shall subcontract certain work to contractor C, then contractor C shall have the responsibility for making the specific assignment for the work included in his contract. After work has been so assigned, such assignment will be maintained even though the assigning contractor is replaced and such work is subcontracted to another contractor. It is a violation of the Plan for the contractor to hold up disputed work or shut down a project because of a jurisdictional dispute.

2. When a contractor has made an assignment of work, he shall continue the assignment without alteration unless otherwise directed by an arbitrator or there is agreement between the National or International Unions involved.

a. Unloading and/or handling of materials to stockpile or storage by a trade for the convenience of the responsible contractor when his employees are not on the job site, or in an emergency situation, shall not be considered to be an original assignment to that trade.

b. Starting of work by a trade without a specific assignment by an authorized representative of the responsible contractor shall not be considered an original assignment to that trade, provided that the responsible contractor, or his authorized representative, promptly, and, in any event, within eight working hours following the start of work, takes positive steps to stop further unauthorized performance of the work by that trade.

c. The Administrator shall determine all questions of original assignment of work and render decisions regarding same. An appeal of the Administrator's determination of original assignment may be made to an arbitrator in a hearing under the terms and provisions of Article V of the Plan. Notice of the appeal shall be filed with the Administrator within seven (7) days of issuance of the determination. The appeal shall be processed only if the responsible contractor has complied with the Administrator's determination.

d. Criteria to be used in making assignments of work are set forth in Article V, Section 8, of the Plan.

PROCEDURAL RULES AND REGULATIONS ARTICLE II
UNION'S RESPONSIBILITY

1. The Plan provides (Article VI, Section 1) that during the existence of the Plan there shall be no strikes, work stoppages, or picketing arising out of any jurisdictional dispute.

2. When a contractor has made a specific work assignment, all unions shall remain at work and process any complaint over a jurisdictional dispute in accordance with the procedures herein established by the Administrator. Any union which protests that a contractor has failed to assign work in accordance with the procedures specific above, shall remain at work and process the complaint through its International office. The Administrator is prohibited from taking action on protests or requests to discuss jurisdictional matters from local unions or building and construction trades councils.

THE "PLAN" ARTICLE V, SECTIONS 8-11

Section 8. In rendering his decision, the Arbitrator shall determine

[Note: The following list is also the criteria to be used by contractors when making union work assignments as part of the Pre-job Conference process]:

- (a) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;
- (b) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality; and
- (c) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

Section 9. Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades except as provided for in the Decision of Record.

Section 10. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

Section 11. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties as determined by the arbitrator if all parties are stipulated to the Plan, otherwise as determined by the Arbitrator. An administrative fee, in accordance with the fee schedule established by the JAC, shall be paid to the Plan by any party that is not affiliated with one of the organizations signatory to this Agreement.