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"WCOE opposes government mandated PLAs...PLAs will disproportionately impact small business, particularly those owned by women and minorities."
Women Construction Owners and Executives

"PLAs are de facto segregation...African-American workers are significantly underrepresented in all crafts of construction union shops...PLAs are non-competitive and, most of all, discriminatory."
National Black Chamber of Commerce

January 5, 2010

To: Long Beach City Council Members Robert Garcia, Suja Lowenthal, Gary DeLong, Patrick O'Donnell, Gerrie Schipske, Dee Andrews, Tonia Reyes Uranga, Rae Gabelich, Val Lerch, Mayor Bob Foster, and Staff.

From: Eric Christen

Re: Negotiating a "Fair" Project Labor Agreement for the Long Beach Airport Terminal Improvement Project

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Dear Long Beach City Council Members, Mayor, and Staff:

As you negotiate on behalf of the City of Long Beach for a Project Labor Agreement (PLA) on future construction for the Long Beach Airport Terminal Improvement Project, we hope you consider incorporating elements of a "fair" Project Labor Agreement (PLA). A "fair" PLA could be palatable enough for some non-union general contractors and subcontractors to bid on the project, thus increasing competition and perhaps reducing the cost of the project for taxpayers. A "fair" PLA would also provide a more inviting environment for small businesses in the area – including minority and women-owned businesses – to bid on the airport terminal improvement projects.

Request to Participate in Negotiations

One of the unfair aspects of PLAs is that contractors are required to sign them to work on a project, but contractors are not allowed to participate in negotiations. All parties that sign these agreements should be invited to participate in the negotiations. The merit shop should have a representative participating in all negotiations for the PLA.

Labor Requirements Important to CFEC in PLA Negotiations

Although PLAs are replete with provisions that cut competition, there are four provisions of PLAs that are particularly objectionable to non-union companies:

- PLAs require non-union companies to pay their workers' health and welfare benefits to union trust funds, even though these companies have their own benefit plans. Companies thus have to pay benefits twice: once to the union and once to the company plan. Workers never see any of their benefits sent to the unions unless they decide to leave their non-union employer and remain with the union until vested.

- PLAs require non-union companies to obtain their workers from union hiring halls. This means that a non-union company has to send its workers to the union hiring hall and hope that the union sends the same workers back. In addition, this provides unions with the opportunity to dispatch "salts" (paid union organizers) with conflicts of interest in employment to non-union companies.

- PLAs require non-union companies to obtain apprentices exclusively from union apprenticeship programs. Participants in state-approved non-union apprenticeship programs cannot work on a job covered by a PLA. This means that young people enrolled in non-union apprenticeship programs can find themselves excluded from work in their hometowns.

- PLAs require non-union workers to pay union dues and fees or join a union.

There are solutions to each of these problems:

Fringe Benefits

CFEC suggests you use the language contained in the Ballpark Village PLA in San Diego that allows a contractor to pay health and pension employee benefits to its own plans. We recommend that the fair PLA does not contain the phrase in brackets below, as that phrase requires the contractor to make payments for collective bargaining agreement administrative fees and to union-affiliated programs categorized as "industry advancement."

> WAGE SCALES AND FRINGE BENEFITS
>
> Wages, fringe benefits, and all Trust Fund contributions shall be determined by the applicable Schedule "A" agreements for those contractors signatory to an applicable Schedule "A." Non-signatory Contractors shall also be required to pay wages, fringe benefits and Trust Fund contributions, which benefits and contributions accrue directly to the benefit of employees (e.g., health and welfare, vacation, holidays, pensions, apprenticeship, training funds), pursuant to the attached Schedule "A" agreements; however, any Contractor or Subcontractor, who for at least ninety (90) days prior to its execution of a contract to perform work on the Project has been a contributing member of a multi-employer pension plan or third-party administered pension plan covering employees performing work covered by this Agreement or has provided company paid health and welfare benefits at a level generally commensurate with the benefits provided by the applicable Union medical plan may, at the discretion of the Contractor or Subcontractor, continue to contribute to such pension and medical plans on behalf of its non-union Core Employees in lieu of payments to the Union's medical and pension plans. In the event the Contractor's contribution to a qualifying pension plan is lower than the pension contribution called for in the applicable Schedule "A," the difference shall be paid to the employee in the employee's regular weekly paycheck. [All other required benefit contributions and] all contributions on behalf of Union members and employees obtained through Union hiring halls shall be paid to the applicable Union Trust Funds pursuant to the provisions of the applicable Schedule "A." Project contractor and the

business agent of the Union having jurisdiction over the craft shall, upon giving at least seventy-two (72) hours written notice to a Contractor or Subcontractor, have the right to audit the Contractor or Subcontractor's payroll records to ensure compliance with these provisions.

Use of Employees

Contractors should be allowed to retain a "core workforce" with a reasonable definition of a regular employee. Here is sample language:

> Where a successful bidding Contractor is not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work, the Contractor may request by name, and the local will honor, referral of core non-apprentice persons who have applied to the local Union for Project work and who demonstrate to the local Union dispatcher and provide proof of all the following qualifications:
>
> 1. Possess any and all license(s) and certification(s) required by state or federal law for the Project work to be performed;
>
> 2. Have worked a total of at least five thousand (5,000) hours in the appropriate construction craft;
>
> 3. Were on the Contractor's active payroll for at least ninety (90) out of the one hundred-twenty (120) calendar days prior to the award of the Contract;
>
> 4. Have the ability to perform safely the basic functions of the applicable trade.
>
> When the Contractor requires employees for the Project in addition to his/her core workforce it shall utilize the Union referral system.

CFEC would oppose an alternating procedure in which a regular employee is assigned to the project and then another worker is obtained from the union hiring hall.

Also, the PLA should include language that guarantees that if a Contractor without an existing collective bargaining agreement with a union sends an employee who does not fall under the core workforce definition to the union, the union is required to dispatch the same worker back to the company. Such language is seen in Article IV, Section 5 of the PLA for the San Diego County Water Authority's Emergency Storage Project:

> The Local Unions shall not knowingly refer an employee currently employed by any Contractor working under this Agreement to any other Contractor.

Apprenticeship

The PLA should contain language that conforms to Section 1777.5 of the California Labor Code, which states the following:

> When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprentice able craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected.

Language from the East Side Union High School District PLA, approved in August 2003, would be acceptable:

> 8.4 Each contractor or subcontractor performing work on the project shall, for each apprenticeable craft that it employs, employ on its regular workforce the ratio of apprentices as required by Labor Code Section 1777.5 who are enrolled and participating in a bona fide apprenticeship program. Prior to commencing work on the Project, each contractor or subcontractor must file with the District a certification of its compliance with this requirement and disclose the identity of the bona fide apprenticeship program from which it will obtain apprentices for work on this project.

The following language could also be included:

> Any contractor performing work covered by this Agreement shall have the right to employ apprentices enrolled in any State-approved apprenticeship program, provided that the contractor has employed apprentices enrolled in the same program for a period of at least six months prior to either (1) this Agreement taking effect or (2) the contractor's commencement of work covered by this Agreement. No apprentice may be required to pay membership dues or fees to any organization where such requirement did not pre-exist performance of work by such apprentice under this Agreement.

Or, the following language could be included:

> Notwithstanding the provisions of this agreement or any labor agreement incorporated therein, any contractor performing work covered by this Agreement shall have the right to employ apprentices enrolled in any State-approved apprenticeship program for which the contractor is approved to train prior to the contractor's commencement of work covered by this Agreement. No apprentice may be required to pay membership dues or fees to any organization where such apprentice has been dispatched to such a contractor under this agreement.

Union Dues and Fees

The PLA should specifically indicate the cash amount of dues and fees, such as initiation fees, that would be requested of a non-union employee. Non-union employees should have the option whether or not to pay union dues and various fees. Language from the East Side Union High School District PLA, approved in 2003, would be acceptable:

7.2 ... The Contractor agrees to deduct initiation fees, union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions ...

Other Provisions of Concern in PLAs

Threshold

CFEC urges you to seek a project cost threshold of $10 million for the PLA.

Annual Review and Sunset Clause

CFEC urges you to seek a review clause allowing the Long Beach City Council to enter the PLA on a trial basis to see if economic projections are achieved. Such a clause was included in the 1999 PLA for Los Angeles Unified School District, which contracted with the independent accounting firm of PriceWaterhouseCoopers to conduct a financial evaluation of the PLA. The clause was included as follows:

Section 3.5 The parties recognize that the District has elected to enter into this Agreement in expectation of projected cost savings. As such, the District shall enter into this Agreement on a trial basis for the duration of the first identified set of projects undertaken. This Agreement shall expire at the end of one year unless the District and/or Council demonstrate that expected economic savings to the District have materialized at a level sufficient to justify continuing the Agreement. Such a termination shall render all provisions of this Agreement completely null and void for all purposes.

Simple Sunset Clause

CFEC urges you to seek a sunset clause allowing the Long Beach City Council to terminate the PLA after a period of 2 years. One example of such a sunset clause comes from the Orange County PLA, which the Orange County Board of Supervisors voted to terminate at the end of 2005:

21.2 The Agreement shall continue in full force and effect until December 31, 2005. The Agreement will automatically renew for an additional five (5) years unless the parties, one and/or both, notify each other ninety (90) days prior to the original expiration date of the Agreement, of the intent to terminate or renegotiate the Agreement.

CFEC suggests that the sunset clause automatically terminate the PLA at the end of the period.

Competitive Bid Requirement

In order to protect the Long Beach City Council from a reduced number of bidders resulting from a PLA, the PLA should contain a provision requiring covered work to be rebid without a

PLA requirement if you do not receive bona fide bids on that work on or before the deadline for receiving such bids from at least three (3) persons, firms, or corporations.

Employer Withdrawal Liability for Multiemployer Pension Plans

The Employment Retirement Income Security Act (ERISA) allows union multi-employer construction industry pension plans to make assessments against employers after they withdraw from those plans and no longer have an obligation to contribute. Employers who withdraw from a multiemployer pension plan, for example after ceasing work on a project covered by a PLA, can be required after the project ends to pay the plan an additional amount to cover part of the plan's alleged "unfunded vested benefits." Withdrawal liability could be incurred if the employer is no longer obligated to contribute to a plan, but continues the same type of work in the same area as was covered by the union that was signatory to the PLA. The PLA should include language exempting the contractor from employer withdrawal liability if the employer made all of the required contributions to the union pension fund during the period it was covered under a PLA. Here is sample language that has been used in some PLAs and other labor agreements:

> To the extent that such are not contrary to the terms of this Agreement, the Contractor agrees to accept the terms of the Trust Agreement of the union's fringe benefit funds as amended establishing the Trust Agreements and Funds of the said Union. The Contractor designates as its representatives and trustees of said Funds the trustees now serving or who may in the future serve as vacancies occur. In the event that any pension fund designated for contributions by the Union assesses withdrawal liability against the Contractor as a result of such contributions, the Union agrees to defend with competent counsel, indemnify and hold harmless the Contractor from such assessment of withdrawal liability and from any and all attorneys' fees and costs related to or arising out of such agreement.

Or, the following language could be included:

> In order to protect the Contractor from incurring any withdrawal liability based on the contributions made to such pension plans as a result of executing this Agreement, the parties stipulate that it is not intended that such Contractor shall have any withdrawal liability when such Contractor ceases to make contributions to such pension plans pursuant to this Agreement. Furthermore, the signatory Unions therefore agree not to collect or make any attempt to collect such a withdrawal liability and to indemnify and hold harmless any Contractor against any withdrawal liability resulting from a Contractor contributing to said pension funds as a result of executing this Agreement.

No-Strike Clause

The Long Beach City Council needs to be firm on this: if there is a strike or any other union slowdown, the PLA is void. The PLA should also ascertain in writing whether or not the Building Trades will ask their workers to cross picket lines set up by other unions in order to abide by the conditions of the PLA.

Assessing Financial Liability for Work Stoppages and Slowdowns

As the "no-strike clause" is a prominent feature of a PLA, the inclusion of a provision to assess financial liability for work stoppages and slowdowns can serve as an extra incentive to fulfill the conditions of the agreement. Here is sample language:

> In the event a work stoppage or slowdown affects work covered by this Agreement and said stoppage or slowdown involves or is caused by a Union signatory to this Agreement, an affected signatory party may seek redress under the grievance procedure of this Agreement which shall include, but not be limited to, liquidated damages of $_____ [depending on size/scope of project] per day and any other remedies available under applicable law.

Waiving Recourse to a Third-Party Lawsuit under the Grievance Procedure

Under applicable law, PLAs may provide recourse to grievance and arbitration procedures that eliminate costly and time-consuming court litigation. Accordingly, to expand upon this concept and keep disputes out of court, the following language is proposed. Alternative One addresses the basic concept, while Alternative Two specifically addresses the potential for assignment of claims by employees covered by the PLA to third parties not signatory to it, such as joint labor-management committees established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code), which have independent rights of action which may not be directly affected by the language in Alternative One.

Alternative One:

> All signatory parties, employers, unions, joint labor-management committees, trust funds, owners, agencies, shareholders, officers, directors, trustees, representatives of same, as well as any third-party which has any ownership, corporate, affiliate, partnership, legal, sponsor, and/or personal relationship shall be required to raise and resolve any and all disputes flowing from the performance of work and duties under this Agreement through the grievance-arbitration mechanisms of this Agreement unless otherwise specifically excluded by the terms of this Agreement.

Alternative Two:

> This agreement and the rights set out in it are unique to the parties and may not be assigned to third parties to this agreement. In addition, all such rights are understood to arise in the context of and are subject to resolution through the grievance processes of this agreement.

Accordingly, no party or third party to this agreement is herein accorded any rights of action in any venue, except such rights as exist in this agreement under the grievance process.

Most Favored Nations Clause for Signatory Contractors

A "Most Favored Nations" clause is a labor agreement provision which exists due to competitive challenges in a marketplace. It allows a signatory employer to level its playing field by adhering to terms of other labor agreements that a union has negotiated with other employers in the same industry. Here is sample language:

The parties to the Agreement recognize the need for cost-efficiency and competitive terms to complete the Project. The parties also recognize that within the marketplace different labor agreements may create inconsistent terms governing the same issues. Accordingly, to enhance cost-efficiency and fairness in the performance of work covered by this Agreement, any signatory employer is entitled, upon written request to a signatory union which claims jurisdiction over that employer's scope of Project work, of a complete copy of any and all agreements entered into by said union providing terms for the performance of the same type of work in that union's geographic jurisdiction. Thorough and complete responses shall be required within 7 days. Upon written notice to the union, the signatory employer may advise in writing and implement any terms of such agreements which are more advantageous for the completion of the contractor's work under this Agreement. A signatory union's failure to respond in timely fashion, or failure to respect the designation of another agreement's more favorable terms, raises a grievable issue and shall subject that union to liability for the damages the signatory employer suffers as a result.

For purposes of this project labor agreement, this clause is deemed to include any and all project labor agreements executed by signatories to this agreement within the past two years within the jurisdictional area of the labor unions signatory hereto.

Union Security Provisions

Bid specifications for the projects should include the applicable crafts' Schedule A Agreements as referenced in the Union Security section of the PLA.

Are non-union employees on this PLA subject to union disciplinary actions such as monetary fines if they ignore prohibitions in the union constitution and by-laws? Will non-union workers be fined if they leave the union once the job ends? Which petty rules do non-union workers have to follow on a PLA job? For example, are they required to boycott certain products and establishments? Perhaps the PLA should include a copy of the union constitution and by-laws so signatories will know the conditions that must be followed by their employees.

Audits

Will the union fund trustees have the right to audit non-union contractors' financial records when working on a PLA?

Biased Arbitrators

A PLA nullifies the non-union company's employee handbook. Who will choose the arbitrators for employee grievances in this PLA? Is it the unions?

Privacy of Workers

How much access will union officials and organizers have to non-union workers on the jobsite? Will union organizers have access to the names and addresses of non-union employees and use the information for marketing purposes, including home visits about joining the union?

Drug Testing

What are the rules concerning drug testing under this PLA? Will non-union companies have to abandon their drug testing program?

I hope these comments are useful as you negotiate the PLA for the Long Beach Airport Terminal Improvement Project. These comments should also shed a clearer light on why associations such as CFEC oppose PLAs in the format one has already been submitted to you in. You can contact me at (858) 431-6337 or at ericdchristen@gmail.com.

Eric Christen
Executive Director, CFEC

Formed in 1998, CFEC is a coalition of concerned contractors (union and merit shop), associations, and businesses dedicated to educating owners, elected officials, the construction industry, and taxpayers about the regressive threat of union-only labor agreements; along with abusive, discriminatory tactics such as "greenmail."

CFEC is a frontline regional promoter for policies that foster open competition and fairness in the construction industry.
CFEC's highly skilled and experienced staff works to counter any threat that undermines those principles. CFEC advocates equal opportunity for all construction workers – whether union or non-union.

about

Spearheading open competition campaigns and promoting fair employment legislation and directives throughout the state, CFEC maintains a presence throughout California, with offices in San Diego and Sacramento. CFEC's activities to date have helped to keep over $5 billion in construction projects in California open for all to work on.

our **mission**

The mission of the Coalition for Fair Employment in Construction is to promote open competition and equal opportunity for all owners, workers, and taxpayers whether union or non-union. In pursuing our objectives, CFEC educates elected officials, owners, workers and taxpayers about potentially discriminatory contracting practices such as union-only Project Labor Agreements (PLAs), unfair prequalification requirements and corresponding abusive tactics such as "greenmail."

CFEC serves as a promoter of policies that facilitate open competition and fairness in the construction industry and to be counted as the voice of the underrepresented contracting majority. On behalf of our stakeholders - the builders, contractors, and construction workers of California - we will stand up and be counted as the regional voice of the underrepresented contracting majority.

our

CFEC believes taxpayers are entitled to open competition on publicly funded projects and that discrimination is unacceptable against anyone in the construction industry, whether on public or private construction projects. The men and women comprising the construction work force should retain the right to elect whether to adopt union representation in accordance with the laws of the United States of America.

Their participation on a construction project should be based on the merit of the work – not whether they are union or non-union.

UNION-ONLY LABOR AGREEMENTS AND "GREENMAIL"

A union-only labor agreement, also known as a **Project Labor Agreement (PLA)**, is a mandated pre-bid specification negotiated between a project owner and construction trade unions. Union-only labor agreements can be as long as 60 pages. When a union-only labor agreement is imposed on a project, all contractors and subcontractors working on the project must sign it and abide by its requirements, even though these contractors did not participate in the negotiations. When labor leaders successfully lobby government to adopt such agreements, public taxpayer dollars are often used to finance projects on which up to 90% of a regional construction workforce-those that choose to be non-union- would be effectively barred from working. On private projects, unions typically abuse the governmental regulatory process, particularly environmental law, to delay projects until the owner agrees to sign a union-only labor agreement.

WHY UNION-ONLY LABOR AGREEMENTS ARE BAD POLICY...

Union-only agreements discourage many capable and responsible companies from bidding on construction projects. With almost 90% of California's construction workforce opting to be nonunion, keeping the merit shop sector of the industry from bidding on these important projects results in reduced competition and increased costs – often to taxpayers. Union-only labor agreements commonly contain the following discriminatory provisions:

Employee Requirements:

- Pay union dues, even if the employee comes from a non-union firm.
- All workers must come from a union hiring hall. This exclusive form of hire prefers to dispatch workers based on the degree of union membership and seniority. Companies would be forced to lay off a proven, productive workforce to hire strangers from the union hiring hall.
- All employees must contribute to union health, welfare, and pension plans, regardless of whether or not the workers already have their own plans. Union plans also require long vesting periods thereby making it highly unlikely that the non-union worker would ever see the monies they contributed.
- All apprentices must come from state approved union programs, regardless of the fact that there are thousands of apprentices in state approved merit shop programs.

Contractor Requirements:

- Union-only labor agreements subvert existing collective bargaining agreements for unionized companies.
- Contractors are not allowed to negotiate such agreements. Only union representatives are allowed at the table with the owner.

- Adoption of restrictive work rules that conflict with both existing union and merit shop rules. Contractors' existing work rules are innovative, flexible, and negotiated to allow for maximum efficiency on the job. Under a union-only agreement all new rules are set.
- Union-only labor agreements use only union job classifications.
- Under union-only labor agreements, contractors must accept union arbitration and grievance procedures.

Few merit shop contractors would alter their operations or impose union requirements on their employees in order to be awarded a bid. Many union contractors will not expose their employees to work rules and new jurisdictions that they had no hand in negotiating. Because of these provisions, union-only labor agreements reduce competition and drive up costs for owners.

UNION-ONLY LABOR AGREEMENTS

...against the overwhelming majority of minority and women-owned construction firms (the majority being subcontractors) that are merit shop. This is why minority and women construction associations that have adopted a position on this issue favor open competition and equal opportunity for all workers - whether union or non-union . Included in this group are the Hispanic Contractors Association, Black Chamber of Commerce, Black Contractors Association, Women Construction Owners and Executives, Bay Area Black Contractors, Latin Builders Association, Asian American Contractors Association, and the California Subcontractors Association.

When it comes to apprentices, union-only agreements bar access to jobs that would give these young workers valuable work experience. State law requires contractors on all public works projects to use no less than one hour of apprentice work for every five hours done by journeymen. When project-owners adopt union-only labor agreements, the young workers who represent the next generation of construction labor find themselves barred from developing the necessary skill-sets to become journeyman, undermining their opportunity for advancement.

"GREENMAIL..."

When new developments and projects are in the planning stages, union groups wield enormous leverage in their contract negotiations by threatening environmental litigation. When unions are dissatisfied with the terms of proposed union-only labor agreements, or otherwise come to find they are dealing with a developer or public entity that seeks open competition and bidding from merit-shop contractors, labor leaders - often using front groups and attorneys who specialize in this type of litigation - threaten to file environmental lawsuits, which not only prevents the project from moving forward while the case is pending, but also costs the developer and taxpayers hundreds of thousands of dollars in legal fees - regardless of how environmentally friendly the project may be. The unions follow through with these threats often enough to make them very credible. In fact, the South San Francisco law firm Adams, Broadwell, Joseph & Cardozo has devoted much of its entire practice to the pursuit of union-funded environmental blackmail - now commonly known as "greenmail." Unions have found greenmail to be such an effective tool that it is now a standard tactic for them.

During their contract negotiations, and before filing litigation, union groups submit extensive documentation raising potential environmental issues they can later use as the basis for a lawsuit. The message is quite clear: submit to our contract terms or environmental litigation will be filed to postpone the project. While the union groups and their attorneys tout themselves as environmentalists, they miraculously lose their objections in the name of conservation once satisfied in their demand for a union-only workforce.

Executive Director

A native of Oregon, Eric Christen graduated in 1991 from Corban College with a degree in History (Cum Laude) and a certificate in Education.

In 1999 Eric became the Executive Director of the Coalition for Fair Employment in Construction, and has since been fighting for open competition in the construction industry to protect all California contractors and their workers from discriminatory and unfair Project Labor Agreements (PLAs). Since joining CFEC, Eric has grown the group from 50 to over 300 companies. Eric has helped to create regional coalitions to more effectively fight PLAs at the grassroots level.

Under Eric's leadership, CFEC was instrumental in helping to pass a first-of-its-kind ordinance banning PLAs in the City of Fresno. CFEC has also helped lead to the defeat of over four dozen PLAs throughout the state. In 2002, Eric was named as one of the 40 under 40 by the East Bay Business Times, a recognition given to young professionals making an impact in California.

He is married to Karyn Christen, an officer and pilot in the United States Air Force Reserve. They have three children, Damian, Sophia and Gabriel.

ivpressonline.com

Our Opinion: County right, but needs to vote

By IMPERIAL VALLEY STAFF

Saturday, December 26, 2009 2:01 AM PST

We can understand why the Imperial County Board of Supervisors decided not to pass a resolution that would have created a project labor agreement for the construction and retrofitting of county buildings. What such an agreement would have meant, in this case, was an exclusive deal with trade unions that would have precluded the hiring of non-union workers.

We can also understand why union organizers wanted this agreement in place, since growing the "green" economy at the local level will entail a trained and competent work force and unions aren't in the business of promoting non-union jobs. What they are in the business of is the promotion of their members' interests, and that means exclusivity, which was naturally opposed by area contractors and chambers of commerce.

What both sides ought to be able to agree on, though, is that Imperial County has not only the natural resources but the critical mass to become the epicenter of California's green economy, and there must certainly be a seat at the table for organized labor in the growth and development of this emerging industry. It just cannot be the only seat.

Still, the county board should have voted this agreement down rather than try to reword its own resolution so that it might end up mollifying both camps. It is clear from the comments made by individual supervisors that they don't want to tie the county down to an exclusive arrangement with the building and trade unions that would effectively shut out non-union workers. At the same time, it's equally clear that the county can't have it both ways, working to craft a green PLA that promises something for everyone but adds up to nothing more than pretty words on paper.

The county is right to not enter into any binding agreements where the green economy is concerned, especially now, before there even is one. But the building and trade crafts — and specifically their unions — are going to be important allies in growing the green industry in the Imperial Valley, and we are going to need all of the allies we can muster in order to ensure that the thousands of jobs this industry could mean to the region are going to be filled by local people.

Simply put, Imperial County isn't ready to enter into a project labor agreement for its green construction and retrofitting contracts, although the need for a trained work force that can assume the green jobs of the future already exists. Perhaps this is ripe territory for a meeting in the middle, but first the county should dispatch the PLA issue, which it plainly has no interest in pursuing.

THE ISSUE:
County, unions at odds.

WE SAY:
The county is right, but needs to vote on the deal.

WHAT DO YOU SAY?
Send us your thoughts on this topic via the Web at www.ivpressonline.com/letters_to_the_editor

PE.com
THE PRESS-ENTERPRISE

Shameful Vote

The Press- Enterprise
10:02 PM PST on Tuesday, December 22, 2009

The Riverside Community College District board's new motto is apparently: Vote quickly, not carefully. The board pushed ahead with a sweeping new labor agreement last week, without giving the public -- or even board members -- a chance to understand the issue before the vote.

That nonsense needs to end. The district needs to provide thorough answers to the questions surrounding this pact before taking any further action. District officials need to explain the reason for the agreement, how the district and taxpayers might benefit from it and what effect the pact would have on the cost of college projects built with local bond money.

Seldom has a board decision raised more warning flags than last week's vote on a draft project labor agreement with the Riverside and San Bernardino Building and Construction Trades Council. The board voted 3-2 to approve the draft pact and have Chancellor Greg Gray negotiate a final deal. The agreement would set workplace and contracting rules for all district projects of more than $1 million that use money from Measure C, the $350 million bond measure district voters approved in 2004.

But the circumstances surrounding the vote last week defy any conception of proper public procedure. The board received the document only minutes before the meeting began, so neither the trustees nor the public had any time to digest the draft pact before the board voted. Voting blindly is just reckless policy, particularly on an issue as far-reaching as the proposed labor pact.

The board could not hold any informed discussion on the document under those circumstances. But providing information was not high on the agenda: The district offered no analysis of how the agreement would affect college projects.

That omission is astounding. Such agreements almost universally favor expensive union workers over cheaper nonunion labor. So the pact could inflate the costs of college projects, thus reducing what the bond money will buy for students and the community. And district taxpayers will certainly want to know why a majority of the board is intent on rushing ahead without studying the financial consequences of the pact.

But when Trustees Virginia Blumenthal and Janet Green asked for more time to study the issue -- and actually read the draft agreement -- the rest of the board rebuffed the request. Just why is this deal so urgent to Mary Figueroa, Jose Medina and Mark Takano that they cannot spare time to answer questions about the consequences for the district?

The final agreement is slated to return to the board for approval in coming months. The chancellor and board will need to provide a clear rationale for the agreement, along with a detailed analysis of the pact's provisions. And the board should allow a full public airing of those issues before it takes any vote.

Complete transparency is the only acceptable course. The reasons for this proposal remain unclear. But acting in haste, without public input, invites the suspicion that district taxpayers' interests are not the trustees' primary concern.

"Greenmail-type extortion and CEQA abuse are a threat both to the preservation of our environment and the rule of law, compromising our safety, security and lifelong prosperity."
- Lorie Zapf, President, Citizens Against Lawsuit Abuse-San Diego Chapter (San Diego Union-Tribune, 11/25/2008)

"CEQA was adopted in 1970 as a groundbreaking means of protecting California's environment. To use it for any other means is a disgrace."
- Fran McDermott, Executive Director, National Electrical Contractors Association-Greater Sacramento (Sacramento Bee, 2/08/2008)